



Solicitation No. 01-SP-30-0020
REQUEST FOR PROPOSALS

PAINTING REGULATING GATES

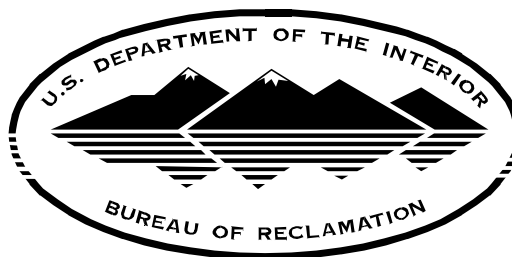
PARKER DAM PARKER - DAVIS PROJECT ARIZONA - CALIFORNIA

Lower Colorado Regional Office
Boulder City, Nevada

VOLUME 1 OF 2

2001

United States Department of the Interior
Bureau of Reclamation



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PAINTING REGULATING GATES
PARKER DAM
PARKER - DAVIS PROJECT
ARIZONA - CALIFORNIA

FOREWORD

Parker Dam is located on the California-Arizona border, 20 miles south of Lake Havasu City, Arizona. The Powerplant and offices are located on the California side of the Colorado River in San Bernardino County, California. The work to be performed includes surface preparation and painting for all exposed surfaces of the five (5) regulating gates at Parker Dam. Each regulating gate has nominal dimensions of 50 feet x 50 feet.

Principal features of the work include the following:

- a. Operation of the Government-furnished floating bulkhead gate to allow isolation of the upstream faces of the regulating gates. Work order shall be sequential, beginning with Gate No. 1 and ending with Gate 5.
- b. Temporary scaffolding, working platforms, or two-point suspension scaffolding as necessary for access to upstream and downstream faces of the regulating gate.
- c. Removal and reinstallation of the roller train assemblies and the spring backed guide shoes to the required tolerances.

Note: After removal, these assemblies shall be transported to the warehouse by the Contractor. Painting and service of these assemblies will be performed by the Government.

- d. Surface preparation and coating application for all exposed surfaces of the regulating gates.
- e. Surface preparation and coating application for all exposed surfaces of the gate guides, roller track plates, and seal plates that are embedded in the concrete structure.
- f. Removal and replacement of gate seals, including associated hardware (steel bolts, nuts, washers, and turnbuckles). The steel plates and steel bars that are part of the seal assemblies shall be refurbished and coated.

THE SOLICITATION DOCUMENTS ARE ALSO AVAILABLE, FREE OF CHARGE, FROM THE BUREAU OF RECLAMATION, LOWER COLORADO REGION, CONTRACTS TEAM WEB SITE. THE FILES ARE IN ADOBE ACROBAT PDF FORMAT. THE INTERNET ADDRESS OF THE PAGE FOR THIS PRODUCT IS <http://www.lc.usbr.gov/~g3100/con0020.html>

FOR INFORMATION REGARDING BUREAU OF RECLAMATION'S PUBLICATION "RECLAMATION SAFETY AND HEALTH STANDARDS," (1993 EDITION) WHICH IS APPLICABLE TO WORK UNDER THIS CONTRACT, SEE CLAUSE AT "WBR 1452.223-81 SAFETY AND HEALTH." THE CONTRACTOR MAY ALSO DOWNLOAD THE ELECTRONIC VERSION OF THE RSHS MANUAL AT NO CHARGE FROM THE LOWER COLORADO REGION'S WEB SITE AT <http://www.lc.usbr.gov/~g3100/pdf/rshs.pdf>.

A PREPOSAL SITE VISIT WILL BE CONDUCTED ON MARCH 26, 2001. BUREAU OF RECLAMATION REPRESENTATIVES WILL MEET INTERESTED PARTIES AT PARKER DAM, PARKER DAM FIELD DIVISION, PARKER DAM, ARIZONA - CALIFORNIA, AT 10:00 A.M. SEE PROVISION L.22.

For the date and time of offer submission, see "Solicitation, Offer, and Award," Standard Form 1442, immediately following the "Table of Contents."

This acquisition is being procured under Federal Acquisition Regulations Part 15, Contracting by Negotiation. See the provisions in Section L that include General, Technical, and Pricing Proposal Instructions and in Section M for the Evaluation Factors for Award.

WBR 1452.222-901 NON-DISCRIMINATION NOTICE TO U.S. DEPARTMENT OF THE INTERIOR CONTRACTORS, SUBCONTRACTORS, AND LESSORS--BUREAU OF RECLAMATION--LOWER COLORADO REGION (DEC 1999)

Based upon law, Executive Order, or internal policy, the Department of the Interior prohibits discrimination in the workplace, including sexual harassment, based on race, color, national origin, sex, religion, disability, age, or sexual orientation. The Department urges its contractors, subcontractors, and lessors to develop and enforce comprehensive anti-discrimination policies for their places of work.

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SECTION A - SOLICITATION, OFFER, AND AWARD (Standard Form 1442)

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	01-SP-30-0020	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	03/12/2001	13 264
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.				
4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT NO.	
7. ISSUED BY		CODE	8. IF MAILED BY U.S. POSTAL SERVICE (USPS), ADDRESS OFFER TO	
Bureau of Reclamation Lower Colorado Region P.O. Box 61470 Boulder City NV 89006-1470		LC-3114	Bureau of Reclamation Lower Colorado Region P.O. Box 61470 (Attn: LC-3114) Boulder City NV 89006-1470 IF OFFER MAILED BY OTHER THAN USPS, SEE MAILING INSTRUCTIONS IN ITEM 10.	
9. FOR INFORMATION CALL:	A. NAME		B. TELEPHONE NO. (NO COLLECT CALLS)	
	< Sherry Gossett		(702) 293-8653	

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS:

01-SP-30-0020—Painting Regulating Gates, Parker Dam—Parker - Davis Project, Arizona—California

Offers will be received by the Bureau of Reclamation at the Lower Colorado Regional Office, Annex Building, Room AA-104, Nevada Highway & Park Street, Boulder City, Nevada.

Express-mailed offers should be addressed to the Bureau of Reclamation, Lower Colorado Regional Office, Attention: LC-3114, 400 Railroad Avenue, Boulder City, Nevada 89005. Offers mailed via the United States Postal Service should be mailed at least 5 days prior to the date offers are due and addressed as indicated in item 8 above.

Hand-carried offers should be delivered to the Bureau of Reclamation, Lower Colorado Regional Office, Nevada Highway and Park Street, Annex Building, Room AA-113, Boulder City, Nevada.

Estimated Cost Range of this Project: \$500,001 to \$1M

THIS SOLICITATION IS UNRESTRICTED.

11. The Contractor shall begin performance within <u>15</u> calendar days and complete it within <u>540</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See Paragraph F.2)	
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 14
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
A. Sealed offers in original and <u>4</u> copies to perform the work required are due at the place specified in Item 8 by 2:00 pm local time <u>04/12/2001</u> . If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.	
B. An offer guarantee <input type="checkbox"/> is, <input checked="" type="checkbox"/> is not required.	
C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.	
D. Offers providing less than <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.	

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		15. TELEPHONE NO. (Include area code)
		16. REMITTANCE ADDRESS (Include only if different than Item 14)
CEC No.:		
CODE	FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS

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SEE BIDDING SCHEDULE

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGEMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NO.												
DATE												

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20B. SIGNATURE	20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM < 10	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c)() <input checked="" type="checkbox"/> 41 U.S.C. 253(c)(5)
26. ADMINISTERED BY U.S. Department of the Interior Bureau of Reclamation Lower Colorado Regional Office P.O. Box 61470 Boulder City, Nevada 89006-1470	CODE LC-3130	27. PAYMENT WILL BE MADE BY U.S. Department of the Interior Bureau of Reclamation Reclamation Service Center P.O. Box 2705 Denver CO 80235-0045

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input checked="" type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copy to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.		<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.	
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)		31A. NAME OF CONTRACTING OFFICER (Type or print)	
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE

STANDARD FORM 1442 BACK (REV. 4-85)

PART I - THE SCHEDULE

SECTION B - THE SCHEDULE

B.1 WBR 1452.214-908 The Requirements–Bureau of Reclamation–Lower Colorado Region (Nov 1996)

- (a) The Contractor shall furnish the items identified in this Section, in accordance with the terms, conditions, and specifications contained in the contract.
- (b) Offerors should carefully review the offer submission requirements contained in Section L.
- (c) Offers will be considered for award on the Schedule in Paragraph B.2, but no offer will be considered for award for only a part of the Schedule.
- (d) Offerors shall complete the offer schedules in Section B and furnish any additional information required in Section B, as applicable.

B.2 Schedule

ITEM	WORK OR MATERIAL	QUANTITY AND UNIT	UNIT PRICE	AMOUNT
1	Mobilization and preparatory work	for the lump sum of	LS	\$_____
2	Conveyance and operation of Government-furnished floating bulkhead gate	5 Gates (Each)	\$_____	\$_____
3	Removal and transportation of roller train assemblies and spring backed guide shoe assemblies	5 Gates (Each)	\$_____	\$_____
4	Transportation, reinstallation, and adjustments of roller train assemblies and spring backed guide shoe assemblies	5 Gates (Each)	\$_____	\$_____
5	Removal and disposal of existing gate seals, upstream face	5 Gates (Each)	\$_____	\$_____
6	Furnishing and installing new gate seal components, upstream face	5 Gates (Each)	\$_____	\$_____

ITEM	WORK OR MATERIAL	QUANTITY AND UNIT	UNIT PRICE	AMOUNT
7	Surface preparation and furnishing and applying protective coatings for all surfaces of regulating gates	5 Gates (Each)	\$_____	\$_____
8	Surface preparation and furnishing and applying protective coating on steel guides, seal plates, and roller plates embedded in concrete surfaces	5 Gates (Each)	\$_____	\$_____
Total for Schedule				\$_____

SECTION C - STATEMENT OF WORK/SPECIFICATIONS

Subsection C.1 - General Requirements

C.1.1 The Requirement

The work to be performed under this solicitation includes surface preparation and painting for all exposed surfaces of the five (5) regulating gates at Parker Dam. Each regulating gate has nominal dimensions of 50 feet x 50 feet. The work shall be in accordance with these contract provisions and clauses, these specifications, and the drawings listed in Paragraph C.9.2. (LIST OF DRAWINGS) hereof, Painting Regulating Gates, Parker Dam, Parker-Davis Project, Arizona-California.

The work is situated at Parker Dam, located on the Colorado River, approximately 20 miles south of Lake Havasu City, Arizona, in La Paz County, Arizona and San Bernardino County, California.

C.1.2 Description of the Work

The principal components of the work to be performed include the following:

- a. Operation of the Government-furnished floating bulkhead gate to allow isolation of the upstream faces of the regulating gates. Work order shall be sequential, beginning with Gate No. 1 and ending with Gate 5.
- b. Temporary scaffolding, working platforms, or two-point suspension scaffolding as necessary for access to upstream and downstream faces of the regulating gate.
- c. Removal and reinstallation of the roller train assemblies and the spring backed guide shoes to the required tolerances.

Note: After removal, these assemblies shall be transported to the warehouse by the Contractor. Painting and service of these assemblies will be performed by the Government.

- d. Surface preparation and coating application for all exposed surfaces of the regulating gates.
- e. Surface preparation and coating application for all exposed surfaces of the gate guides, roller track plates, and seal plates that are embedded in the concrete structure.
- f. Removal and replacement of gate seals, including associated hardware (steel bolts, nuts, washers, and turnbuckles). The steel plates and steel bars that are part of the seal assemblies shall be refurbished and coated.

C.1.3 Submittal Requirements

a. General.--The Contractor shall furnish all materials and perform all work required for furnishing submittals to the Government, in accordance with this paragraph, Table 1A (List of Submittals), and the requirements in the provisions, clauses, and paragraphs of this contract.

The word "submittals" shall be interpreted to include drawings, data, manuals, certifications, test reports, curves, samples, color chips or charts, brochures, and other items furnished by the Contractor for approval, informational, or other purposes.

b. List of submittals.--Table 1A (List of Submittals) lists the submittals required by this contract except those submittals which are required conditionally, required by entities other than the Bureau of Reclamation, or which are periodic in nature. Any submittal required to be submitted by the Contractor, but which is not listed in the table, shall be submitted in accordance with the applicable requirements of this contract. In case of a conflict between the requirements of this paragraph and the requirements included elsewhere in this contract, the requirements elsewhere shall take precedence over the requirements contained in this paragraph.

c. Submittals.--Each item in Table 1A (List of Submittals) has been assigned an RSN (Required Submittal Number). The "Submittals required" column of the table specifies the material to be submitted for each RSN. All of the material specified for an RSN will be considered a complete set; and where the material required for an RSN is specified as separate or distinguishable parts, a complete set shall include all parts. Only complete sets shall be submitted.

The number of complete sets to be submitted, and the location to which they are to be sent, shall be in accordance with the "No. of sets to be sent to:" column of the table, except as provided below for sets of original material.

When an RSN involves submittal of original (non-copied) material, all original material, or as much thereof as is necessary to form a complete set, shall be included in just one complete set. This "originals" set shall be sent to the proper address, given in subparagraph e. below, as determined by the "Responsible code" column of the table and the following:

- (1) CO indicates Contracting Officer.
- (2) RE indicates Regional Engineer.

The "originals" set shall be counted as one of the complete sets required to be submitted under the "No. of sets to be sent to:" column of the table.

For each RSN, the Contractor shall submit complete sets of required submittal material under the cover of a transmittal letter. At the Contractor's option, complete sets for more than one RSN may be submitted under cover of the same transmittal letter, provided they have the same

responsible code designation as shown in the table. The Contractor's transmittal letter shall include:

- (1) Reference to Bureau of Reclamation contract number and title.
- (2) Identification of responsible code as shown in the table.
- (3) Complete list of RSN(s) for which material is being submitted.
- (4) For each RSN, number of complete sets and list of materials included.
- (5) For each RSN, identification of the submittal as an initial submittal or a resubmittal.

Each drawing submitted by the Contractor shall have the Contractor's or supplier's title and drawing number on it. Drawings and data shall be labeled with the Bureau of Reclamation contract number and the bidding schedule item number.

Manufacturer's data for commercial products or equipment, such as catalog cut sheets, shall be clearly marked to indicate the item(s) to be furnished. The data shall be sufficiently comprehensive to identify the manufacturer's name, type, model, size, and characteristics of the product or equipment, as well as to fully demonstrate that the product or equipment meets the requirements of these specifications.

Submittals requiring certification by a registered professional shall be signed and sealed.

d. Review of submittals furnished for approval.--The time required for review of each submittal or resubmittal furnished under an RSN for approval will not begin until the Government receives complete sets of all the submittal materials required for that particular RSN. The number of calendar days required for review of drawings or data submitted or resubmitted for approval will include the date the drawings or data are received by the Government, and will extend through the date of return mailing to the Contractor.

Except as otherwise provided in the specifications for specific submittals, the Government will require 20 calendar days for review of each submittal or resubmittal furnished by the Contractor for approval, and this review time will apply to each separate submittal or resubmittal whether the submittals are approved, not approved, or returned for revision.

If the Government uses time in excess of the specified number of calendar days for review of any submittal or resubmittal, additional time, not to exceed the excess time, will be added to the time allowed the Contractor for delivery of the materials or equipment affected by such excess time, to the extent it is demonstrated that the excess time caused delay. If the Government's review of two or more separate submittals or resubmittals is late and results in concurrent days of excess time, such days will be counted only once in computing an extension of the delivery date. Further, if the Contractor fails to make complete approval submittals in the sequence and within the time periods specified in this contract, and thus precludes the Government from

approving or considering for approval such submittals within the specified calendar day period, then the Contractor shall not be entitled to an extension of time allowed for delivery of the materials or equipment.

Unless otherwise specified, one set of the submittals required for approval will be returned to the Contractor either approved, not approved, or conditionally approved, and will be marked to indicate changes, if required. Submittals that are not approved or that require changes or revisions shall be revised and resubmitted for approval, and shall show changes and revisions with revision date. All requirements specified for the initial submittal shall apply to any resubmittals required. Unless otherwise specified, all submittals which are to be resubmitted shall be resubmitted by the Contractor within 20 calendar days after the Contractor has received the Government's comments.

e. Addresses.--The Contractor shall send the submittals to the applicable addresses listed below as required by Table 1A (List of Submittals).

The Contractor shall also send a copy of the transmittal letter to each of the addresses listed below that are not sent the submittal.

Submittals shall be sent as required by Table 1A (List of Submittals) to:

- (1) Contracting Officer, Attn: LC-3130
Bureau of Reclamation
Lower Colorado Regional Office
P.O. Box 61470
Boulder City NV 89006-1470
- (2) Regional Engineer, Attn: LC-6000
Bureau of Reclamation
Lower Colorado Regional Office
P.O. Box 61470
Boulder City NV 89006-1470

f. Cost.--Unless otherwise specified, no separate payment will be made for preparing and furnishing submittals to the Government, and the cost thereof shall be included in the prices bid in the schedules for the applicable items of work requiring the submittals or other items of work.

Table 1A – List of Submittals

RSN	Item	Reference provision, clause, or paragraph	Responsible code	Submittals required	No. of sets to be sent to:*		Due date or delivery time
					CO	RE	
001	Bonds	52.228-15	CO	Performance and Payment bonds.	1	0	Within 15 days after award.
002	Liability Insurance	DOI 1452.228-70	CO	Acceptable evidence showing that insurance has been obtained.	1	0	Prior to commencement of work under this contract.
003	Insurance - work on a Government installation	52.228-5	CO	(1) Written certification that the required insurance has been obtained. (2) Current certification of insurance for each subcontractor.	1	0	Prior to commencement of work under this contract. At least 5 days before entry of subcontractor's personnel on the Government installation.
004	Accident prevention	52.236-13	CO	Accident exposure data.	1	0	Prior to commencement of work under this contract.
005	Safety Data	WBR 1452.223-81	CO	Experience Modification Rate for Worker's Compensation Insurance; Log and Summary of Occupational Injuries and Illnesses; death and lost workday severity incidence rate	1	0	Within 20 calendar days of contract award.
006	Safety and Health	WBR 1452.223-81	RE	Safety Program.	0	1	Submitted and accepted before commencing onsite work.
007	Equal Opportunity	52.222-26	CO	Information required by Executive Order 11246 (SF-100)	1	0	Within 30 days after contract award.
008	Payment Information (Electronic Funds Transfer)	52.232-34	CO	Payment information.	1	0	After award, but not less than 14 days before an invoice or contract financing request is submitted.
009	Qualification of coating applicators	C.8.1.c.(2)(i)	RE	(1) Written evidence of SSPC QP2 Certification; OR (2) Company resume of past experience involving hazardous paint removal projects	0	1	Submitted within 14 days of bid opening and prior to Award. Submitted with the bid proposal package on or before bid opening date.
010	Hazardous Materials	C.4.1.	RE	Material Safety Data Sheets and updated List of Hazardous Materials.	1	2	Not less than 30 days prior to jobsite delivery of each hazardous material.
011	Air Abatement	C.5.2.	RE	Air Quality Permits.	1	2	Submitted and accepted before commencing onsite work.

RSN	Item	Reference provision, clause, or paragraph	Responsible code	Submittals required	No. of sets to be sent to:*		Due date or delivery time
					CO	RE	
012	Cleanup and Disposal of Waste Materials	C.5.5.	RE	Hazardous Waste Manifests. (1) Lead based paint removal plans. (a) Employee certifications. (b) Disposal facility used. (c) Manifests. (d) Certificate of disposal.	0	2	Prior to loading and hauling waste materials from the service area.
013	Floating Bulkhead Gate	C.6.1.	RE	(1) Operating procedure for moving and using the floating bulkhead gate.	0	2	Submitted and accepted before commencing onsite work.
				(2) Support barge and any other water craft	0	2	Submitted and accepted before commencing onsite work.
				(3) Misc. equipment; compressors, pumps, generators, winches, etc.	0	2	Submitted and accepted before commencing onsite work.
				(4) Hazardous analysis report with emphasis on safety and performing work on the reservoir (lake).	0	2	Submitted and accepted before commencing onsite work.
014	Scaffolding and/or Working Platforms	C.8.1.a.(6)	RE	Plans, drawings, and design calculations for scaffolding	0	2	Submitted and accepted before erecting scaffolding and/or working platforms onsite.
015	Paint and coating materials	C.8.1.	RE	Purchase orders, certifications, and paint manufacturer's composition data.	0	2	No later than 30 days after the date of the executed contract.
016	Warranties of workmanship, paint, and coating materials	52.246-21	RE	Standard warranties.	1	2	Prior to submission of final invoice.
017	Release of Claims	DOI 1452.204-70	CO	Release of Claims (DI-137) against the United States	1	1	After completion of the work and prior to final payment.

* CO indicates Contracting Officer, and RE indicates Regional Engineer. For mailing addresses, see subparagraph entitled "Addresses" of paragraph entitled "Submittal Requirements."

Subsection C.2 - Materials

C.2.1 Equipment Furnished by the Government

The Government will furnish the equipment listed in Table 2 (Government-furnished equipment).

Table 2 - Government-furnished equipment

Item	Estimated Weight	Estimated Delivery Date	Estimated Cost
Floating Bulkhead Gate	400 tons	Available onsite	Unknown

The word "equipment" as used in these specifications to denote items furnished by the Government or the Contractor shall be construed to mean machinery, product, component, or any other item required to be incorporated or utilized performing the work.

The Contractor shall care for the equipment in the most suitable manner to protect them from distortion, dust, water, or other damage. All painted surfaces shall be protected from damage during usage and storage.

The cost of handling, using, and caring for equipment furnished by the Government shall be included in the price bid for the work in which the equipment is to be used.

C.2.2 Materials to be Furnished by the Contractor

- a. General.--The Contractor shall furnish all materials required for completion of the work.

The words "material" or "materials" as used in these specifications to denote items furnished by the Contractor shall be construed to mean equipment, machinery, product, component, or any other item required to be incorporated in the work.

When a separate item which includes the furnishing of any material is provided in the schedule, the cost of furnishing, hauling, storing, and handling shall be included in the price bid for that item. When a separate item is not provided in the schedule for furnishing any material required to be furnished by the Contractor, the cost of furnishing, hauling, storing, and handling shall be included in the price bid for the work for which the material is required.

Materials furnished by the Contractor shall be of the type and quality described in these specifications. The Contractor shall make diligent effort to procure the specified materials from any and all sources, but where because of Government priorities or other causes, materials required by these specifications become unavailable, substitute materials may be used: Provided, That no substitute materials shall be used without prior written approval of the

Contracting Officer, said written approval to state the amount of the adjustment, if any, to be made in favor of the Government. The Contracting Officer's determination as to whether substitution shall be permitted and as to what substitute materials may be used shall be final and conclusive. If the substitute materials approved are of less value to the Government or involve less cost to the Contractor than the materials specified, an adjustment shall be made in favor of the Government, and where the amount involved or the importance of the substitution warrants, a deductive modification to the contract will be issued. No payments in excess of prices bid in the schedule will be made because of substitution of one material for another or because of the use of one alternate material in place of another.

b. Inspection of materials.--Materials furnished by the Contractor which will become a part of the completed service work shall be subject to inspection at any one or more of the following locations, as determined by the Contracting Officer: at the place of production or manufacture, at the shipping point, or at the site of the work. To allow sufficient time to provide for inspection, the Contractor shall submit to the Contracting Officer, at the time of issuance, one copy of the purchase order, including drawings and other pertinent information, covering materials on which inspection will be made as advised by the Contracting Officer, or shall submit other evidence in the event such purchase orders are issued verbally or by letter.

The inspection of materials at any of the locations specified above or the waiving of the inspection thereof shall not be construed as being conclusive as to whether the materials and equipment conform to the contract requirements, nor shall the Contractor be relieved thereby of the responsibility for furnishing materials meeting the requirements of these specifications. Acceptance of all materials will be made only at the site of the work.

C.2.3 Materials and Workmanship

a. Materials.--All materials furnished by the Contractor shall be new and of the most suitable grade for the purpose intended considering strength, ductility, durability, and best engineering practice.

C.2.4 Reference Specifications and Standards

Materials, Contractor design, construction work, and other requirements which are specified by reference to Federal Specifications, Federal Standards, or other standard specifications or codes shall be in compliance with the editions or revisions included in these specifications. In the event of conflicting requirements between a referenced specification, standard, or code and these specifications, these specifications shall govern.

Unless otherwise specified, all materials that will become a part of the completed work shall be new and shall conform to the Federal or other specifications and standards referred to herein. Where reference specifications numbers are designated throughout these specifications, they refer to Federal Specifications unless otherwise noted. In the event that the materials are not covered by Federal or other specifications, the materials furnished shall be of standard commercial quality. Where types, grades, or other options offered in the reference

specifications are not specified in these specifications, the material furnished will be acceptable if it is in accordance with any one of the types, grades, or options offered.

Copies of many of the Federal Specifications and Standards may be examined at the office of the Bureau of Reclamation, Building 67, West 6th Avenue and Kipling Street, Denver, Colorado. Single copies of Federal Specifications and standards may be obtained without charge from any one of the General Services Administration Business Service Centers. See the provision at FAR 52.211-1, "Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions."

Bureau of Reclamation Standard Material Specifications and Methods of Tests (The M-series documents) may be obtained from the Bureau of Reclamation, Attn: D-8170, P.O. Box 25007, Denver CO 80225-0007.

Other Reclamation publications including manuals and Reclamation's significant scientific, technical, and engineering works are available from the National Technical Information Service (NTIS). Information regarding availability and pricing may be obtained by contacting NTIS at the following address:

United States Department of Commerce
National Technical Information Service
5285 Port Royal Road
Springfield, Virginia 22161

Telephone: 1-703-487-4650 or 1-800-553-6847

These addresses may also be used to order the various manuals and standard specifications printed, reprinted, or published while the Bureau of Reclamation was officially named the Water and Power Resources Service. All references to Water and Power Resources Service or any form derivative thereof shall be considered synonymous with the Bureau of Reclamation.

Addresses for obtaining some industrial and governmental (other than Federal and Bureau of Reclamation specifications and standards) specifications, standards, and codes are listed in the provision at FAR 52.211-3, "Availability of Specifications Not Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions."

The Contractor shall maintain onsite, a copy of all specifications, standards, codes, manuals, and other documents that are referenced in these specifications and that are pertinent to the materials being installed or work proceeding at that time. These shall be available for use by the Contracting Officer and the Contracting Officer's representatives.

Subsection C.3 - Local Conditions

C.3.1 Access to the Work and Haul Routes

- a. General.--Rights-of-way for access to the work from existing roads will be provided by the Government.

The Contractor shall make its own investigation of the condition of available public or private roads and of clearances, restrictions, bridge-load limits, bond requirements, and other limitations that affect or may affect transportation and ingress and egress at the jobsites. Subject to the contract clause FAR 52.249-10, "Default (Fixed-Price Construction)," the unavailability of transportation facilities or limitations thereon shall not become a basis for claims for damages or extension of time for completion of work.

- b. Existing roads.--Existing roads are available for the Contractor's use subject to existing restrictions. The Contractor shall meet all conditions properly imposed upon the use of existing roads by those having jurisdiction thereover, including seasonal or other limitations or restrictions.

Closure of the road or reduction to one lane of traffic will be permitted. Full closure during the day will be permitted from 8:30 a.m. to 2:30 p.m. and at night from 9:00 p.m. to 5:00 a.m., Monday through Thursday. Full closure will only be permitted if adequate notification has been given to the public at least 72 hours in advance through public radio announcements, road signs, and local newspapers. Restrictions to single lane traffic will be permitted at any time provided adequate cones, barricades, lighting (as needed), and flagmen are provided to direct and regulate traffic.

- c. Haul routes.--Intra job hauling, over public highways, roads, or bridges shall be in compliance with the applicable local regulations and shall be such as to minimize interference with or congestion of local traffic.

- d. Cost.--The cost of all work described in this paragraph shall be included in the prices bid in the schedule for other items of work.

C.3.2 Security

- a. General.--The operation of Parker Dam and Powerplant requires effective security measures. Such security regulations provide for controlled access to certain restricted areas including switchyards, powerplant, and other critical areas. These restricted areas are designated and may be modified or changed by the Contracting Officer. The Contractor shall be responsible for initiating necessary measures to ensure that its employees comply with established security regulations.

- b. Service work areas.--All areas where work is required under this contract are designated as service work areas. The Contracting Officer will designate suitable accessways

to service work areas for use of service personnel. Unless specifically authorized, service personnel shall be restricted to these areas. It shall be the Contractor's responsibility to ensure by appropriate and effective means that its personnel remain in these areas while on the jobsite.

c. Restricted areas.--Service personnel will not be permitted to enter established or designated restricted areas unless so authorized by the Contracting Officer. Such entry shall be in accordance with and subject to the security regulations established in the area. It shall be the Contractor's responsibility to ensure by appropriate and effective means that personnel shall not enter these areas unless authorized as set forth above.

d. Cost.--The cost of complying with this paragraph shall be included in the prices bid in the schedule for other items of work.

C.3.3 Use of Land for Service Purposes

a. General.--The Contractor will be permitted to use Government land, controlled by the Bureau of Reclamation, for field offices, plants and buildings, storage yards, shops, and other service facilities required for service purposes.

If private land is used for service facilities, or other service purposes, the Contractor shall make all necessary arrangements and shall pay all rental and other costs associated therewith.

b. Government land.--The Contractor's use of Government land for service purposes shall be subject to Subsection C.5 (Environmental Quality Protection) of these specifications, and to the requirements of this paragraph. Such use shall not interfere with any part of the work under this contract, nor with the work of other contractors or the Government in the vicinity, nor with reservations made, or as may be made, by the Government for the use of such land.

The Contractor's service facilities shall be arranged and operated in a manner to preserve and protect existing features, trees, and vegetation to the maximum extent practicable. The location, service, operation, maintenance, and removal of service facilities on Government land shall be subject to the approval of the Contracting Officer.

Housing for Contractor personnel will not be permitted on Government land, except housing for guards or watchmen as may be approved by the Contracting Officer.

c. Cost.--No charge will be made to the Contractor for the use of Government land for service purposes.

C.3.4 Protection of Existing Installations

a. General.--In performing work in and around Parker Dam, the Contractor shall take all necessary precautions to safeguard existing installations. The Contractor shall protect adjacent installations when installing equipment and materials.

The Contractor shall furnish, install, and maintain adequate protection as needed to safeguard personnel and existing facilities from harm due to its operations. Such protection shall be subject to approval by the Contracting Officer.

All protective installations shall be arranged so as to permit operation of the existing equipment and facilities by the Government while work under these specifications is in progress. The Contractor shall remove all protective installations provided by them after they have served its purpose. The materials furnished by the Contractor to provide protection shall remain the property of the Contractor and, after removal, shall be transported from the worksite.

Drawings included in these specifications show the items of existing materials and equipment but do not purport to show all equipment and materials existing at the worksite.

b. Enclosures.--Enclosures shall be constructed by the Contractor to prevent dust, spalls, chips, grit, and other foreign material from endangering personnel and contaminating or damaging equipment during service operations.

Enclosures shall be subject to approval of the Contracting Officer. Enclosures shall be sufficient to confine the Contractor's operations to the immediate work area, and to prevent contaminating and damaging mechanical and electrical installations.

c. Damages.--The Contractor shall repair, at its expense, any damage to the existing installations due to the Contractor's operation or its failure to provide proper protection; or at the option of the Contracting Officer, any such damage may be repaired by the Government and the Contractor will be backcharged for the cost thereof.

d. Cost.--The cost of protection of existing installations in accordance with this paragraph shall be included in the prices bid in the schedule for other items of work.

C.3.5 Government and Contractor-Furnished Facilities

The following Government facilities will be available to the Contractor at no charge for use in the performance of work under these specifications:

a. Electric power.--Electric power for service work to be performed under these specifications will be available to the Contractor. The source of supply will be designated by the Contracting Officer. Power will be delivered to the Contractor as single phase, 60-hertz, alternating current at approximately 120/240 volts. The Contractor shall negotiate with the Manager, Bureau of Reclamation, Parker Dam Field Division, Parker Dam, California 92267, for establishing such electric power services. No charge will be made for the use of such power.

The Contractor may, at its own expense, furnish power for its operations by other means.

b. Water for Service Purposes.--Water for service purposes will be available to the Contractor from a source near the Parker Dam Powerplant. Such water may be used for service purposes at no cost to the Contractor.

The Contractor shall provide all means of conveying water to points of use. The cost of providing means of conveying water to points of use shall be included in the prices bid in the schedule for other items of work.

c. Sanitary facilities.--For security reasons, access to existing restrooms in the Powerplant will not be permitted. Sanitary facilities shall be provided by and at the expense of the Contractor at or near the work area.

Subsection C.4 - Safety

C.4.1 Submission of Material Safety Data Sheets for Hazardous Materials

After award of contract, the Contractor shall submit updated List of Hazardous Materials (LHM) and Material Safety Data Sheets (MSDS) in accordance with the requirements of paragraph (e) of the clause at FAR 52.223-3, "Hazardous Material Identification and Material Safety Data."

The Contractor shall submit the updated LHM and completed MSDS and identification and certification for each material to the Bureau of Reclamation, Regional Engineer, Attn: LC-6000, P.O. Box 61470, Boulder City NV 89006-1470. Copies of the updated LHM and completed MSDS shall be submitted in accordance with Paragraph C.1.3. (SUBMITTAL REQUIREMENTS). The Contractor shall not deliver any hazardous material to the jobsite which was not included on the original LHM prior to acceptance of the Contractor's MSDS by the Construction Engineer, Boulder City, Nevada.

The cost of complying with this paragraph shall be included in the applicable prices bid in the schedule for the items of work for which the hazardous materials are required.

Subsection C.5 - Environmental Quality Protection

C.5.1 Prevention of Water Pollution

a. General.--The Contractor shall control pollutants by use of wastewater management controls, service site management practices, and other controls, including State and local control requirements.

(1) Service site management.--The Contractor shall perform service activities by methods that will prevent entrance, or accidental spillage, of solid matter, contaminants, debris, or other pollutants or wastes, into streams, flowing or dry watercourses, lakes, wetlands, reservoirs, or underground water sources. Such pollutants and wastes include, but are not restricted to: refuse, garbage, cement, sanitary waste, industrial waste, hazardous materials, radioactive substances, oil and other petroleum products, aggregate processing, tailings, mineral salts, and thermal pollution.

(2) Service safety standards.--The Contractor shall comply with the sanitation and potable water requirements of section 7 of Reclamation's publication "Reclamation Safety and Health Standards."

(3) Laws and regulations.--The Contractor shall perform service operations in such a manner as to comply, and ensure all subcontractors to comply, with all applicable Federal, state, and local laws, orders, regulations, and Water Quality Standards concerning the control and abatement of water pollution. In the event there is a conflict between Federal, state, and local laws, regulations, and requirements, the most stringent shall apply.

b. Cost.--The cost of complying with this paragraph shall be included in the prices bid in the schedule for other items of work.

C.5.2 Abatement of Air Pollution

a. General.--The Contractor shall comply with applicable Federal, state, and local laws and regulations and with the requirements of this paragraph concerning the prevention and control of air pollution. Should a conflict exist in the requirements for abatement of air pollution, the most stringent requirement shall apply. The Contractor shall utilize such methods and devices as are reasonably available to prevent, control, and otherwise minimize atmospheric emissions or discharges of air contaminants.

Burning of combustible service materials and rubbish will not be permitted. In lieu of burning, such combustible materials shall be disposed of in accordance with Paragraph C.5.5. (CLEANUP AND DISPOSAL OF WASTE MATERIALS).

Storage and handling of flammable and combustible materials, provisions for fire prevention, and control of dust resulting from service operations shall be in accordance with the applicable provisions of Reclamation's publication "Reclamation Safety and Health Standards."

- b. Submittals.--Submittals shall be in accordance with this paragraph and Paragraph C.1.3. (Submittal Requirements).

Prior to commencing any activity for which an Air Quality Permit is required, the Contractor shall submit, for informational purposes, a copy of the applicable Air Quality Permit. Air Quality Permits are required for certain service-related activities including, but not limited to, earthmoving, sandblasting, aggregate processing, welding, spray-coating operations, or other processes which discharge pollutants into the open air.

Air Quality Permits, and information concerning the requirements, can be obtained from the appropriate state agencies.

- c. Cost.--The cost of complying with this paragraph shall be included in the prices bid in the schedule for other items of work.

C.5.3 Pesticides

- a. General.--Pesticides include herbicides, insecticides, fungicides, rodenticides, piscicides, avicides, surface disinfectants, animal repellents, and insect repellents.

With the exception of insect repellents to be applied directly to clothing or skin and small quantities of aerosol insecticides, such as fly and spider sprays, to be applied within or directly to offices or shop buildings, the use of pesticides will not be allowed under this contract.

Pesticides, including insect repellents and aerosol insecticides, shall be considered harmful chemicals, and the applicable requirements of Reclamation's publication "Reclamation Safety and Health Standards" shall apply to the storage and application of pesticides. Should a conflict exist in the requirements for dealing with pesticides, the most stringent requirement shall apply.

- b. Cost.--The cost of complying with this paragraph shall be included in the prices bid in the schedule for other items of work.

C.5.4 On-Site Storage of Chemicals

- a. General.--The Contractor shall be permitted to store a maximum of 20 gallons on-site of any potentially hazardous chemical that meets the characteristic criteria (ignitability, corrosivity, reactivity, or toxicity) or is listed as a RCRA hazardous waste per 40 CFR Part 261. Use or on-site storage of chlorinated compounds and halogenated solvents (i.e. Trichloroethane, Methylene Chloride) shall not be permitted without the expressed written approval of the Contracting Officer. All chemicals and potentially hazardous solids stored on-site shall be in their original containers, clearly labeled, and with attached MSDS. Secondary

containment is required for all potentially hazardous chemicals stored on-site. All chemicals and potentially hazardous solids shall be used and stored in accordance with manufacturers recommendations; and segregated from other non-compatible substances.

The Contractor shall post Material Safety Data Sheets (MSDS) of all chemicals or potentially hazardous solids within 100 feet of storage. Each MSDS shall be current, legible, product specific, and obtained directly from the product supplier.

Hazardous waste that is generated during performance of the contract shall be properly containerized in DOT Type E drums in good condition. Each drum shall be labeled with an EPA approved hazardous waste label listing the waste and waste code as soon as the drum is used to store hazardous waste. The Contractor shall not be allowed to co-mingle different wastes (or waste streams) such that each type of hazardous waste shall be stored in separate approved DOT containers. If the waste is a liquid then the container must be stored on a spill pallet. Wastes of different waste characteristic (ignitability, corrosivity, or reactivity) must be stored on separate spill pallets. No potentially hazardous material shall be discarded in any drain without the written authorization of the Contracting Officer.

b. Cost.--The cost of complying with this paragraph shall be included in the prices bid in the schedule for other items of work.

C.5.5. Cleanup and Disposal of Waste Materials

a. General.--The Contractor shall be responsible for the cleanup and disposal of waste materials and rubbish. Contractor removed piping and appurtenances to be disposed of shall be considered waste material. The disposal of waste materials and rubbish shall be in accordance with applicable Federal, state, and local laws and regulations, with applicable requirements of Reclamation's publication "Reclamation Safety and Health Standards," and with the requirements of this paragraph. Should a conflict exist in the requirements for cleanup and disposal of waste materials, the most stringent requirement shall apply.

The Contractor shall keep records of the types and amounts of waste materials produced, and of the disposal of all waste materials on or off the jobsite.

In the event of the Contractor's failure to perform the work required by this paragraph, the work may be performed by the Government, and the Contractor will be backcharged for the cost of such work. The Contractor's surety or sureties shall be liable for such payment until received by the Government.

b. Cleanup.--The Contractor shall keep work and storage areas free from accumulations of waste materials and rubbish, and before completing the work, shall remove all plant facilities, buildings, enclosures, including concrete footings and slabs, rubbish, unused materials, concrete forms, and other like materials, which are not a part of the permanent work.

In addition, the Contractor will be required to conduct an environmental site assessment at the following Contractor use locations:

- (1) All hazardous waste accumulation areas.
- (2) All hazardous material storage areas where the aggregate storage of hazardous materials at the site is or has been over 110 gallons.

This site assessment shall be performed by an industrial hygienist, an environmental specialist, or equivalent, and shall document through appropriate analytical sampling that the site is free of the effects of contamination (i.e., contaminant concentrations less than state action cleanup levels).

c. Disposal of hazardous waste and materials.--Materials or wastes, defined as hazardous by 40 CFR 261.3; Federal Standard 313, as amended; or by other Federal, state, or local laws or regulations, used by the Contractor or discovered in work or storage areas, shall be disposed of in accordance with these specifications and applicable Federal, state, and local laws and regulations. Unknown waste materials that may be hazardous shall be tested, and the test results shall be submitted to the Contracting Officer for review.

Concerning removal and disposal of lead-based paint, the Contractor shall submit to the Contracting Officer a written plan covering the sampling, air monitoring, removal procedures, employee certifications, disposal facility used, manifests, and all certificates of disposal. The plan shall be submitted in accordance with Paragraph C.1.3. (SUBMITTAL REQUIREMENTS).

Waste materials known or found to be hazardous shall be disposed of in approved treatment or disposal facilities. Hazardous wastes shall be recycled whenever possible. A copy of all hazardous waste manifests shall be sent to the Contracting Officer.

Waste materials discovered at the service site shall immediately be reported to the Contracting Officer. If the waste may be hazardous, the Contracting Officer may order delays in the time of performance or changes in the work, or both. If such delays or changes are ordered, an equitable adjustment will be made in the contract in accordance with the applicable clauses of the contract.

d. Determination by Contractor if waste is hazardous during generation.--During performance of the contract the Contractor shall collect representative samples of waste material to determine if a hazardous waste is being generated. Samples shall be collected at least monthly and as often as needed, as directed by the Contracting Officer's Representative or Reclamation's Hazardous Materials Coordinator, to confirm that hazardous material is not being generated as a result of the Contractor's work. Samples shall be sent to a certified laboratory for appropriate analyses. Cost of analyses will be incurred by the Government. If it is determined that hazardous material is being generated then alternative measures shall be considered to minimize the amount of hazardous waste. The Contracting Officer should be consulted to determine the best course of actions in the interest of the Government.

e. Waste disposal.--It is in the best interest of the Government to properly dispose of hazardous waste on a monthly basis during the course of performance instead of stockpiling the waste until completion of the job. The Contractor shall not be permitted to dispose of more than 1000 kg (2200 lbs) of hazardous waste during any one calendar month without prior written authorization from the Contracting Officer.

The Contractor shall arrange for the proper transport and disposal of any hazardous waste generated as a result of the Contractor's work. The Contractor shall take periodic sampling as required by the waste hauler or Reclamation for proper profiling and disposal of the waste. The materials will be sampled and tested at least annually or as required by waste hauler or disposal facility. If the material is found to be hazardous waste, the waste must be properly manifested prior to transport and disposal. If the waste is determined to be hazardous waste, either by characteristic (ignitability, corrosivity, reactivity, or toxicity), source, or if listed (per 40 CFR Part 261), then the waste must be properly manifested prior to transport and disposal in accordance with 40 CFR Part 262 and DOT regulations in 49 CFR Parts 170 - 178. The transporter must be fully licensed and insured to transport hazardous waste; and all hazardous waste must be properly disposed of at a state licensed hazardous waste disposal facility. If the waste is found to be hazardous based on analytical results or characteristic criteria, then Reclamation's Hazardous Waste coordinator shall be contacted prior to transport and disposal off-site.

f. Disposal of other nonhazardous waste materials.--

(1) General.--Waste materials including, but not restricted to, refuse, garbage, sanitary wastes, industrial wastes, and oil and other petroleum products, shall be disposed of by the Contractor. Disposal of combustible materials shall be by removal from the service area. Disposal of combustible materials by burning will not be permitted.

(2) Disposal by removal.--Waste materials to be disposed of by removal from the service area shall be removed prior to completion of the work under these specifications. All materials removed shall become the property of the Contractor.

Waste material shall be dumped only at an approved sanitary landfill. The Contractor shall make any necessary arrangements with private parties and county officials pertinent to locations and regulations of such landfills, and shall pay any fees or charges required for such dumping.

g. Cost.--Except as provided above, the cost of cleanup and disposal of waste materials in accordance with this paragraph shall be included in the prices bid in the schedule for other items of work.

C.5.6 Handling and Disposal of Lead Contaminated Materials

a. General.--Laboratory tests on paint samples taken from the regulating gates confirmed that portions of the five regulating gates have been painted with lead-based paints and primers. These laboratory results will be included as an attachment to the specification "As Information

Only". It shall be the Contractor's responsibility to determine the thoroughness of the data and to determine which environmental precautions shall be exercised prior to performing the work.

b. Disturbing of Paint.--The collection and containment of the lead-based paint separated from the equipment, or any paint stripping materials, shall be in accordance with the requirements noted below. Under no circumstances will burning of the painted surfaces be allowed.

c. Lead Abatement Program.--The Contractor's work shall conform to the OSHA general industry lead standard, 29 CFR 1926.62 and EPA's hazardous waste regulation in 40 CFR Parts 260 - 278. The Contractor shall develop and implement a Lead Abatement Program (LAP). As required by Paragraph C.1.3. (SUBMITTAL REQUIREMENTS), the Contractor shall submit the LAP for approval by the Regional Engineer 15 days prior to start of work at site. The LAP shall have at least the following elements:

(1) Worker Safety and Protection Program.--The Contractor shall submit and implement a plan for a site-specific worker safety program to minimize lead exposure. All on-site workers shall be familiar with the safety program and shall be given training on its contents. The plan shall be available on the site for inspection by employees and regulatory personnel. As a minimum, this plan shall include the following:

- (a) Engineering controls and good worker practice.
- (b) Medical surveillance.
- (c) Protective clothing and equipment to be utilized.
- (d) Respiratory protective program.
- (e) Exposure monitoring and sampling.
- (f) Record keeping.
- (g) Hygiene facilities and practices.
- (h) Employee training and certifications.
- (i) Collection of hazardous waste and containerization.

(2) Removal and Disposal Program.--Since the work will require disturbing the existing paint, the LAP shall contain a program to remove and properly dispose of the lead-based paint and any removal media contaminated by lead. The removal and disposal process shall comply with all applicable State, Federal, and local regulations pertaining to lead or lead contaminated products, and with applicable requirements of the Reclamation Safety and Health Standards. Should a conflict exist in the requirements for cleanup and disposal of these materials, the most stringent requirement shall apply.

(3) Other LAP Elements.--In addition to the above-noted elements, the LAP shall also contain the following items:

- (a) Plans to capture and contain lead-based paint, and for working with equipment where the paint is intended to remain undisturbed.

(b) Name of licensed hazardous waste transporter to be used, and EPA transport number.

(c) Name and location of class 1 disposal site, and EPA facility number.

(d) Hazardous waste manifest.

(e) Certification of legal disposal and/or destruction of lead-based paint and lead contaminated materials.

d. Containment and Disposal of Lead Contaminated Materials.--Lead contaminated materials or wastes, that are defined as hazardous (by CFR 261.3; Federal Standard 313, as amended; or by other Federal, State, or local laws or regulations) shall be disposed of in accordance with the contract and applicable Federal, State, and local laws and regulations. The Contractor shall be responsible for testing undisturbed materials that may be hazardous and the test results shall be submitted to the Contracting Officer for review. Testing of generated waste shall comply with EPA standards and be performed by a certified laboratory.

(1) Containment – All lead-based chips and lead contaminated material which has separated from the equipment shall be contained and collected in U.S. Department of Transportation-approved containers. Containers shall be labeled in accordance with all EPA regulations for hazardous waste materials. Included on the label shall be the EPA generator number for the work to be accomplished at Parker Dam.

(a) Filling Containers.--Respirator cartridges, worker clothing, and other worker protection equipment shall also be placed in containers for disposal.

(b) Government verification.--After sealing drums and prior to loading of containers for transportation, the Contractor shall notify the Contracting Officer. Containers will be inspected by Hoover's Hazmat Coordinator to verify they meet all disposal requirements prior to loading and transportation.

(2) Storage of chemicals and waste.--Chemicals include paints, solvents, petroleum products, cleaners and all other hazardous or non-hazardous chemicals used on the jobsite. All hazardous chemicals and flammable chemicals shall be segregated by characteristic (ignitability, corrosivity, or reactive) and stored in accordance with applicable OSHA regulations and Reclamation Safety Standards. The Contractor shall be permitted to store a maximum of 20 gallons of chemicals onsite except as authorized by the RE. All wastes shall be stored in compliance with OSHA and EPA policies.

(3) Disposal.--Prior to disposal in a hazardous waste facility, the Contractor shall conduct a toxic characteristic leaching procedure test (TCLP) on the lead-based paint in accordance with Appendix II of 40 CFR 261, "Identification and Listing of Hazardous Waste". Disposal of paint chips and associated material shall be at a permitted hazardous waste facility. The hauler of the materials shall be a licensed hazardous

waste hauler. All fees, permits and all other requirements for disposal of the material shall be the responsibility of the Contractor.

e. Records.--The Contractor shall keep records of the types and amounts of lead contaminated materials produced, and of the disposal of all such materials.

f. Costs.--The cost for employee lead safety program, testing, providing analytical reports, removing and disposing of lead-based paint material, placing separated paint material in DOT-approved containers, performance of TCLP test, transportation of containers to an approved disposal facility, and disposal of material at the facility shall be included in the price bid in the schedule for items which require removal of existing coating systems.

Subsection C.6 - Floating Bulkhead Gate

C.6.1 Floating Bulkhead Gate, General

a. General.--After the Government lowers the floating bulkhead gate, the Contractor shall launch and install the gate into the first of five spillway regulating gates. Drawing No. 30 (231-D-4012) and a copy of the gate's standard operating procedures (S.O.P.) and other helpful documents will be provided as attachments to the specifications.

In all phases of launching, maneuvering, operating, and set-up installation of the floating bulkhead gate, the Contractor shall provide suitable accommodations for the Government's representatives on the support barge so that equipment and operations can be inspected at all times. The Government's representatives will provide their own safety equipment and transportation to and from shore.

b. Submittals.--The Contractor shall submit, for approval, the following information before starting work:

(1) Two copies of the proposed operation procedure and equipment description which shall address the following items:

(a) The size, capacity, and type of barge that will be provided for the support barge.

(b) The size, type of equipment, and method of mounting on support barge all equipment addressed in subparagraph c. below.

(c) The methods and equipment that the Contractor proposes to use for propelling the gate and support barge to the various points of use. For all water crafts, the size, horsepower, how equipped, and other pertinent information shall be included. For all winches that are proposed, the size, bank location, and the type of mounting; i.e., either attached to a deadman or on some type of traveling tractor or crawler.

A drawing or detailed sketch with the support barge dimensions and the layout of all operating equipment and safety features shall be included in the submittals.

(2) Two copies of the hazard analysis report directed towards the safety of performing the work on the reservoir.

(3) Proposed method for sealing or controlling anticipated water leakage past the bulkhead gate structure. Leakage may vary from gate to gate and may decrease with time.

c. Equipment.--The Contractor shall provide a floating support barge which will be tethered or connected to the floating bulkhead gate during the launching, maneuvering, operating, and set-up installation and shall sustain all equipment necessary to operate the gate.

A general arrangement of the barge showing the basic required equipment is shown on Drawing No. 30 (231-D-4012). The type and sizing of the barge, mounting and positioning of all equipment, and the operation of the barge and equipment shall comply with all Federal and state safety regulations in addition to all requirements of the "Reclamation Safety and Health Standards" and "OSHA Labor Standards." Where conflicts between standards occur, the more stringent shall apply. If applicable, storage and usage of petroleum products on the barge must comply with all requirements of the Clean Water Act.

A water pump with all necessary fittings suitable for pumping water from the reservoir and capable of delivering through the 4-inch flexible line a minimum of 300 gallons per minute to the floating bulkhead gate shall be mounted on the barge. The intake to the pump shall be protected with a screen having a maximum opening of 1/16-inch diameter openings. The pump shall be equipped with a flow meter which shall provide the pumping rate and total number of gallons and valving so that the output can be regulated from 10 to 300 gallons per minute. The power supply for the pump will be at the Contractor's option.

An onboard engine generator shall be provided that is either powered by diesel or gasoline. The generator shall have sufficient size to simultaneously power all equipment on the barge including the water pump and air compressors if they are electric. Staggered starts of the equipment are permissible. The capacity of the fuel tank shall be adequate to run the generator a minimum of 6 hours under full load. If the air compressor is electrically operated, a smaller backup generator shall also be provided having sufficient capacity to operate just the backup air compressor for a minimum of 6 hours.

Also mounted on the barge shall be two electric or engine driven air compressors. The main compressor which would normally be used shall be capable of producing 250 cubic feet per minute at 75 pounds per square inch for continuous and intermittent duty. The other compressor which will act as a backup for the main compressor shall be capable of producing 100 cubic feet per minute at 75 pounds per square inch for continuous and intermediate duty. If either or both of the compressors are engine driven, the fuel supply shall be adequate to run either compressor a minimum of 6 hours. The compressor shall be equipped with an air storage tank having a minimum size of 100 gallons and a two stage compressed air filter-drier suitable for removing moisture, oil, and dirt from 250 cubic foot per minute air flow. Maximum air pressure shall be 125 pounds per square inch to prevent possible damage to the diaphragm pumps. As part of the compressor, the Contractor shall provide a three branch manifold, piping, and any other equipment necessary to provide a good working system. The manifold shall be suitable for attaching the three manually operated air regulating valves provided with the three diaphragm pumps. Also just before the manifold, the oil lubricator provided with the pumps shall be properly installed as recommended by the pump manufacturers.

If the Contractor elects to work at night, the barge shall be provided with adequate lighting for night operation. The Contractor shall be responsible for the suitability and interfacing of all equipment on the barge and providing and installing all necessary wiring, fittings, and connections between all onboard barge equipment and with the gate. In addition to the above equipment, the Contractor is responsible for providing any other equipment necessary for

operating and transporting the gate such as winches and tools. It is the responsibility of the Contractor to position and securely mount all equipment to the barge and to provide all necessary safety equipment to provide a safe working environment for the operating personnel. The Contractor shall also be responsible for providing transportation for operating personnel between the barge and shore and between barge and gate.

The Contractor shall provide the necessary means to propel the gate and barge to the different locations on the reservoir. Combination of several methods may be necessary to maneuver the gate and support barge. Previously the gate was propelled by a tug boat and then finally positioned by using cables and winches from shore. The Contractor's operational proposal submitted for approval shall address the methods and equipment that will be used to maneuver all of the equipment on the reservoir.

d. Installation.--The floating bulkhead gate shall be towed to the spillway area for installation and dewatering of one of the regulating gates. The Contractor shall install the gate per these specifications and the attached standard operating procedures, and experience gained from the previous test. The Government will be present for all steps of the installation procedure and will at all times be involved in the procedure. While coordinating with the Contractor, the Government will operate the spillway gates to complete the dewatering process. With the gate in place and the spillway dewatered, the water level shall be noted immediately in the water chamber using the clear plastic hose. It is very important to maintain the correct water differential between the level in the gate water chamber and the reservoir level.

The Contractor shall be responsible for sealing or controlling water leaks around the floating bulkhead gate structure. These leaks may exceed 500 gpm initially and must be stopped or controlled to allow adequate working conditions for surface preparation and coating applications on the upstream surface of the regulating gates.

The work area between the regulating gate and the floating bulkhead gate shall be treated as a confined space and shall require air monitoring, air purification with filters as warranted by the air monitoring, and worker safety and health monitoring.

e. Gate removal and relocation.--After the Contractor has completed the surface preparation and application of the primer coat, intermediate coat, and topcoat to the upstream and downstream faces of the regulating gate, the Government will inspect and verify that this portion of the work is complete. The Contractor shall water up the area between the floating bulkhead gate and the regulating gate in preparation for removing the floating bulkhead gate. This can be accomplished by opening specific valves in the Government-furnished floating bulkhead gate. The Contractor shall remove the gate per the standard operating procedures and then be towed to the subsequent regulating gate and the process shall be repeated until the painting operation on all five regulating gates has been completed to the satisfaction of the Government.

After completion of work on the final regulating gate (Gate 5), the Contractor shall remove all temporary scaffolding, working platforms, or two-point suspension scaffolding. All material and equipment that is the property of the Contractor shall also be removed. The Contractor shall

rotate the Government-furnished floating bulkhead back into its flat position and shall tow it back to the dry dock storage area. The Government will take full responsibility for operating the jacks and hoists to raise the floating bulkhead gate from the lake to the storage position at the dry dock area.

f. Payment.--Payment for conveyance and operation of the Government-furnished floating bulkhead gate will be made at the unit price bid therefor in the schedule, which price shall include the cost of labor, safety equipment, general equipment, materials, and associated incidental expenses.

The respective unit price per regulating gate shall include the costs of conveying the floating bulkhead gate from the storage platform for the initial setting (Gate 1) and returning the floating bulkhead to the storage platform upon completion of work on the final gate (Gate 5). The unit price per regulating gate shall include the cost of a support barge, water craft, and miscellaneous equipment (compressors, generators, pumps, air purification monitors and filters, etc) necessary to operate and maintain the Government-furnished floating bulkhead gate.

Subsection C.7 - Mechanical

C.7.1 Roller Train and Spring Backed Guide Shoe Assemblies

a. General.--Each regulating gate (gate leaf) includes a hoisting system, complete with hoist, motor, counterweights, guide tracks, roller train assemblies, and spring backed guide shoes. To allow access to the sides of the gate leaf, where corrosion has occurred, for surface preparation and application of new coating materials, the Contractor shall be required to disconnect and remove the roller train assemblies and the spring backed guide shoe assemblies. With the weight and force of the water removed from the gate, the hoist mechanism and counterweights should allow movement of the respective gate leaf as needed to remove the roller train and spring backed guide shoe assemblies. Each side of the gate has a series of roller trains that range from 4000 pounds to as much as 12000 pounds for the lowest segment. Drawing Nos. 12 thru 14 (231-D-341 thru -343) are provided as *Information Only Drawings* to the Contractor.

b. Removal, Transportation, and Reinstallation.--The Contractor shall remove the roller train assemblies in stages to minimize the lifting requirement of the crane or hoist that lifts out each segment. The Contractor shall also alternate from one side of the gate to the other to maintain a balance so that the gate does not become wedged within the concrete guide slot. Each segment of the roller train shall be left intact and shall be tagged and marked to allow reinstallation and alignment.

The Contractor shall submit a detailed safety plan and schedule for this item of work. The safety plan shall include a step-by-step procedural plan, information about the rating of the crane to lift the roller train assemblies, safety blocking of the gate and/or counterweights, and safety harnesses for all employees. Submittals shall be in accordance with Paragraph C.1.3 (Submittal Requirements).

During the removal process, a series of steel plates (or shims) of various thicknesses may require removal. The Contractor shall carefully measure the dimensions and the thickness of each shim and identify the specific location, orientation, and alignment to assist in the reinstallation process. The shims are essential components used to maintain the original design tolerances. The Contractor shall purchase or fabricate new shims using the same material.

The Contractor shall provide a flatbed truck or trailer to load the removed segments of the roller train and spring backed guide shoe assemblies. The Contractor shall transport the removed sections of the roller train and spring backed guide shoe assemblies to the Government Warehouse/Maintenance Yard located approximately 1 mile south of the dam on the California side. The Government will use the overhead crane at the facility for unloading. Due to weight restrictions on Parker Dam, the transportation vehicle shall be sized to accommodate not more than 12,000 pound live load. The combined weight of the transportation vehicle, crane, and largest individual segment of the roller guides on any bridge segment of the dam shall not exceed the 20 ton load restriction.

Upon removal and delivery of the final roller train assembly, the Contractor shall proceed with the surface preparation of the gate, application of the new coating system, and replacement of the upstream (water) seals. The Government will take possession of the roller train and spring backed guide shoe assemblies and will remove and replace any damaged rollers, bearings, springs, will paint any required areas of these components, and will lubricate the rollers and bearings. The Government has a large quantity of spare parts in stock and anticipates that this work can be completed within 45 calendar days of delivery to the Warehouse. Provided that the Contractor has successfully and satisfactorily completed all other work on the respective regulating gate, an equitable adjustment will be made to the contract if the Government has not completed the work on the roller trains and spring backed guide shoe assemblies within the allotted time.

The original guide shoes, Drawing No. 12 (231-D-341) has been modified since their original installation. Drawing Nos. 21 to 23, (231-317-540 to -542) show these modifications. Removal of the guide shoes shall be done in pairs, either the top pair or the bottom pair. The Government will require 15 days per set of guide shoes and spring backed assemblies. Once the initial set has been removed, serviced by the Government, returned and reinstalled by the Contractor, the second set of guide shoes for the regulating gate shall be removed and the process shall be repeated.

The Contractor shall reinstall the roller trains and spring backed guide shoe assemblies in exact order and orientation as they were removed. The final step of the process shall include full operational testing prior to removal of the floating bulkhead gate. The Contractor shall make any final adjustments or calibrations to the assemblies to maintain the required operational tolerances. The next phase of the operational test shall be for the Contractor to refill the void between the floating bulkhead and the radial gate to test for leakage around the new seals. Any necessary repairs or adjustments to the regulating gate, upstream seals, roller train and spring backed guide shoe assemblies shall be made. The final phase shall require removal of the floating bulkhead gate and a brief test to raise and lower the regulating gate under actual conditions with full force (pressure) of the lake. After successful completion of all work on regulating gate no. 1, the Contractor shall relocate to the next gate and the process shall be repeated.

c. Payment.--Payment for removal and transportation of roller train and spring backed guide shoe assemblies will be made at the unit price bid therefor in the schedule, which price shall include the cost of labor, materials, equipment, and associated incidental expenses.

Payment for transportation, reinstallation, and adjustments of roller train and spring backed guide shoe assemblies will be made at the unit price bid therefor in the schedule, which price shall include the cost of labor, materials, equipment, and associated incidental expenses. The cost of new shims, replacement bolts and incidental hardware necessary for reinstallation and alignment adjustments to the roller train and guide shoes will be included in the unit price.

C.7.2 Upstream and Bottom Seals

a. General.--Each regulating gate has a series of rubber seals along the outermost edge of the steel plate and frames. The seals include a rubber strip, stainless steel bar stock, steel bar stock, steel angles, steel plate, and steel and stainless steel bolts. Drawing Nos. 11 (231-D-340), 31 (40-D-2486), and 32 (40-D-4172) are included to show details and information about the existing gate seals.

b. Inspection of Existing Seals.--Once the water has been drained from the area between the regulating gate and the floating bulkhead gate, the Contractor shall use a hose with a moderate pressured nozzle to wash loose sediment, dirt, and any debris from the edges of the gate. The Government will carefully inspect the existing seal to determine the full extent of damage to the gate. Replacement of all metal and rubber components of the seals has been anticipated. Any additional repair that was not anticipated by the Government will be added through a change order.

c. Materials.--The materials are listed (List of Parts) on Drawing No. 11 and the type and general dimensions of the rubber seal are shown on Drawing Nos. 31 and 32. All materials shall match existing materials in dimension, thickness, and grade. All steel and stainless steel plate, angle, or bar stock shall be painted with the same coating material that is selected for the upstream face of the regulating gate. The prime coat shall be applied by brush to a minimum thickness of 8 mils, DFT. The intermediate and final coats shall be applied by spray and shall result in a total thickness of 24 mils, minimum DFT.

d. Removal and Reinstallation.--The existing seals shall be removed carefully to minimize any possible damage to the bolt holes, structural steel frames, and steel skin of the gate. Existing materials shall be measured and compared with the dimensions shown on the drawings. In the event there are discrepancies between the field (actual) dimensions of the existing materials and the design dimensions (drawings), the field dimensions shall be used.

Existing steelwork is coated with lead based primer and coal tar enamel topcoat. The thickness of the existing coating material is unknown. Various samples taken have ranged from 30 to 60 mils. All components of the seals shall be considered to be hazardous waste materials and shall be legally disposed of at a steel recycle center or at a hazardous waste disposal facility. Documentation and shipping manifests shall be submitted to the Government upon completion of disposal. Stockpiling of hazardous waste materials will not be permitted on the project site for more than 60 days or until the anticipated weight meets the threshold limit of a low level hazardous waste generator.

Prior to installation of the new seals, the Contractor shall have completed all coating work on the upstream face of the regulating gate. The coating material shall have reached full cure. Care shall be taken to prevent damage to the newly painted surfaces of the gate leaf and of the steel components needed for the seals. Any scratches to the painted metal surfaces or damage

around the bolt heads shall be feathered back and repainted to achieve the specified minimum thickness (20 to 24 mils).

e. Payment.-- Payment for removal and disposal of existing gate seals, upstream face, will be made at the unit price bid therefor in the schedule, which price shall include the cost of labor, materials, equipment, and associated incidental expenses.

Payment for furnishing and installing new gate seals and components, upstream face, will be made at the unit price bid therefor in the schedule, which price shall include the cost of labor, materials, equipment, and associated incidental expenses.

Subsection C.8 - Painting

C.8.1 Painting and Coating, General

a. General.--The Contractor shall submit all purchase orders, certifications, and samples; furnish all materials; clean surfaces; and apply the approved protective coatings in accordance with this paragraph and paragraphs C.8.2. (Coating Tabulations and Categories) and C.8.3. (Color Schedule for Coatings).

Coating materials required by these specifications, but are not covered or listed in the coating tabulations, shall be subject to certification, sampling, and testing in accordance with subparagraph c. (Coating Materials Approval) below. Methods of surface preparation and application shall be in accordance with the manufacturer's instructions and the general requirements of these specifications.

(1) Protection of newly coated and adjacent surfaces, and equipment.--Items or surfaces not to be coated, but which are adjacent to surfaces to be cleaned and coated, shall be protected against contamination and damage during the cleaning and coating operations. This includes surfaces and equipment which are subject to contact by airborne contaminants as well as those which are in physical contact with the areas being cleaned or coated. Examples include: mechanical and electrical equipment (open or enclosed), instruction and similar plates, and wet and newly coated surfaces.

Newly coated items shall not be moved until the coating is dry through. A coating film shall be considered dry through when it cannot be distorted or removed by exerting substantial, but less than maximum, pressure with the thumb and turning the thumb through 90 degrees in the plane of the coating film.

(2) Interior coating of machinery and equipment. - Unless otherwise specified, the Contractor will not be required to disassemble machinery, equipment, or other metalwork for the purpose of coating the interiors.

(3) Coating system components shall be compatible products of the same manufacturer.

(4) Damage caused by the Contractor. - Any items or surfaces which are in the Contracting Officer's opinion damaged or contaminated by the Contractor's operations shall be returned to their original condition by and at the expense of the Contractor. Before top coating any coated surfaces, the Contractor shall reclean any exposed surfaces and apply coating materials as necessary to restore damaged or defective surfaces to the specified condition. Manufacturer-coated equipment shall be restored to the original appearance of the equipment by appropriate methods.

Temporary or permanent welding for the convenience of the Contractor shall not be permitted on areas where the welding will damage other protective coatings, unless the areas of coatings which would be damaged are accessible for repairing and inspection.

(5) Safety and health.--The Contractor shall develop, for this phase of work, a safety and health plan to include exposure monitoring, ventilation requirements, respirator use, work practices, lighting, and the necessary safety equipment for the protection of the workmen; and shall comply with all other applicable safety requirements during painting and coating operations. The Contractor shall submit in writing a proposed safety program in the form and time intervals prescribed in Section 2 of Reclamation's publication "Reclamation Safety and Health Standards."

All applicable Federal, state, and local requirements, and the manufacturer's recommended safety and health procedures, shall be followed when applying all coatings.

The Contractor's Safety Plan shall be tailored in accordance with county, state, and Federal regulatory guidelines. The Contractor shall be familiar with the additional sections of the Code of Federal Regulations (CFR) applicable to the services required by the Bureau of Reclamation for the Parker Dam facilities as follows:

29 CFR 1910.34 - Respiratory Protection

29 CFR 1910.38 - Employee Emergency Plans and Fire Prevention Plans

29 CFR 1910.1000 - Toxic and Hazardous Substances - Air Contaminants, Permissible Exposure Limits (PEL's)

29 CFR 1910.1020 - Employee Access to Exposure and Medical Records.

29 CFR 1926.55 - Gases, Vapors, Fumes, Dusts, and Mists

29 CFR 1926.59 - Hazard Communication

29 CFR 1926.103 - Respiratory Protection

40 CFR 261 - Identification and Listing of Hazardous Waste

40 CFR 262 - Standards Applicable to Generators of Hazardous Waste

40 CFR 263 - Standards Applicable to Transporters of Hazardous Waste

40 CFR 264 - Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities

In case of conflict between reference standards listed above, the more stringent requirement will apply.

(6) Scaffolding.--Scaffolds, ladders, ramps, platforms, or temporary floors shall be provided for employees engaged in work that cannot be performed safely from the ground or from solid construction.

Scaffolding shall be erected, dismantled, or altered under the supervision of a competent person and in compliance with the requirements of this section and ANSI A10.8-88, "Construction and Demolition Operations - Scaffolding Safety Requirements," with the more stringent standards prevailing. Ladders or makeshift devices shall not be used to increase height of scaffolding. Scaffolding working surfaces shall be essentially level.

Scaffolds and their components shall be capable of supporting at least four times the maximum intended load. Scaffolds shall not be loaded in excess of the working load for which they are designed. Materials shall not be stored on scaffolds in excess of supplies needed for immediate operations. Manufactured scaffolds shall be used in accordance with manufacturer's recommendations.

Employees working on suspended or movable scaffolding or scaffolding without standard guardrails, shall be protected by nets, lifelines, lanyards, and belts as set forth in Reclamation's publication entitled "Reclamation Safety and Health Standards."

Work platforms and scaffolds more than 6 feet above the ground or floor level shall be provided with standard guardrails, midrails, and toeboards on the open sides and ends. Guardrails are not required during the erection and dismantling of scaffolds. However, fall protection meeting the requirements above shall be used.

The footing or anchorage for scaffolds shall be sound, rigid, and capable of carrying the maximum intended load without settling or displacement. Poles, legs, and uprights shall be plumb and securely and rigidly braced to prevent swaying and displacement.

Scaffolds shall not be altered or moved horizontally while being occupied except when specifically designed for such use. Freestanding scaffolds with a height to base ratio of more than 4 to 1 shall be guyed, braced, or otherwise restrained from tipping.

Scaffolding that utilizes structural members and/or working surfaces different from those specified herein and in referenced standards shall be designed by a competent registered engineer and accepted by the COR or office head prior to onsite erection.

The Contractor shall submit plans, drawings, and design calculations for scaffolding and/or working platforms that are erected for access for workers to perform surface preparation and apply coating materials to the upstream and downstream surfaces of

the regulating gates. Submittals shall be in accordance with this paragraph and Paragraph C.1.3. (SUBMITTAL REQUIREMENTS).

b. References.--The publications with the approval or revision date listed below form a part of this specification to the extent referenced:

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

Standard	Title
D522-93a	Standard Test Methods for Mandrel Bend Test of Attached Organic Coatings
D870-97	Standard Practice for Testing Water Resistance of Coatings Using Water Immersion
D1141-98e1	Standard Practice for Substitute Ocean Water
D2244-(2000)	Standard Test Method for Calculation of Color Differences From Instrumentally Measured Color Coordinates
D2697-86 (1998)	Standard Test Method for Volume Nonvolatile Matter in Clear or Pigmented Coatings
D2794-93 (1999)e1	Standard Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact)
D3359-97	Standard Test Methods for Measuring Adhesion by Tape Test
D3363-00	Standard Test Method for Film Hardness by Pencil Test
D4214-98	Standard Test Methods for Evaluating the Degree of Chalking of Exterior Paint Films
D4417-93 (1999)	Standard Test Methods for Field Measurement of Surface Profile of Blast Cleaned Steel
D4541-95e1	Standard Test Method for Pull-Off Strength of Coating Using Portable Adhesion Testers
D5162-00	Standard Practice for Discontinuity (Holiday) Testing of Nonconductive Protective Coating on Metallic Substrates
G154-00	Standard Practice for Operating Fluorescent Light Apparatus for UV Exposure of Nonmetallic Materials

SOCIETY FOR PROTECTIVE COATINGS (SSPC)

Standard	Date Mo-Day-Yr	Title
SSPC-AB 1	6-01-1991	Abrasive Specification No. 1 - Mineral and Slag Abrasives
SSPC-SP 11	9-01-2000	Surface Preparation Specification No. 11 - Power Tool Cleaning to Bare Metal
SSPC-PA 2	6-01-1996	Measurement of Dry Coating Thickness with Magnetic Gages
SSPC-SP 2	9/1/2000	Hand Tool Cleaning
SSPC-SP 3	11/01/1982	Power Tool Cleaning

JOINT STANDARD

SOCIETY FOR PROTECTIVE COATINGS (SSPC)/NACE INTERNATIONAL (NACE)

Standard	Date Mo-Day-Yr	Title
SSPC-SP 10/ NACE No. 2	09-15-94	Joint Surface Preparation Standard - SSPC-SP10/NACE No. 2 - Near-White Blast Cleaning

c. Coating materials approval. -

(1) General.--The Contractor shall submit for approval, complete and legible copies of purchase orders, material certifications, samples of all coatings and related materials and qualification of coating applicators, as specified herein. Submittals shall be in accordance with Paragraph C.1.3. (Submittal Requirements) and C.4.1. (Submittal of Material Safety Data Sheets (MSDS)); except that, at the Contractor's option, the RSN for coatings may be divided into several individual submittals composed of one or more materials. Each submittal will be reviewed for approval individually.

(2) Submittals. -

(a) Transmittal letter.--In addition to the requirements of Paragraph C.1.3. (Submittal Requirements), the Contractor's Transmittal Letter shall identify each item to be coated for each submittal and resubmittal and shall include the following information:

- (aa) Coating tabulation number.
 - (bb) Sub-letter and sub-number or item name of the specific item being coated.
 - (cc) Tabulation option number of the material to be applied.
- (b) Product data and application.--Manufacturer's product data and application sheets for coating material to be applied.
- (c) Purchase orders.--Purchase orders shall contain the following information for the represented material:
- (aa) Supplier's name, address, and phone number, purchase order number, and purchase order date.
 - (bb) Manufacturer's name, address, and phone number.
 - (cc) Batch number(s) for each material, except thinners.
 - (dd) Quantities ordered for each material, except thinners.
 - (ee) Color and gloss for each material.
- (d) Manufacturer's certification of compliance.--
- (aa) The certification shall state that the material is of the same composition and formulation as one of the following:
 1. Material which previously has been found to comply with these specifications when tested completely.
 2. Material complies with these specifications based on complete performance tests which the manufacturer has conducted on the particular batch of material.
 3. Material complies with these specifications based on complete performance tests which manufacturer has conducted previously and has conducted manufacturer's quality control (QC), quality assurance (QA) on the particular batch of material, assuring the Government that this batch is unchanged from previously tested batches.
 4. Material meets coating manufacturer's quality control (QC) and quality assurance (QA) requirements and complies with manufacturer's published product data sheets and long-term product performance testing.

(bb) Manufacturer's certification of compliance for represented material shall contain following information:

1. Manufacturer's name, address, and phone number for each material.
2. Batch number(s) for each material, except thinners.
3. Quantities ordered for each material, except thinners. Quantity of entire batch manufactured is not acceptable, unless entire batch is greater than or equal to the quantity delivered to the Project site.
4. Color and gloss referenced for each material, listing either the manufacturer's standard color or as specified in Paragraph C.8.3. (Color Schedule for Coatings).
5. Signed and dated by manufacturer's technical representative.

(e) Specific material certification of compliance and documentation.--The Contractor shall submit the following specific manufacturer/supplier certification of compliance or other specific documentation for the following materials:

(aa) Abrasive materials.--Abrasive materials used in surface preparation shall be certified in accordance with subparagraph C.8.1.e. (Preparation of surfaces).

(f) Samples.--

(aa) Sample material types and quantities.--Upon the request of the Government, the Contractor shall furnish the following samples and quantities for liquid and mastic materials from the batches to be used, except thinners.

1. 1-quart sample for single-component coating materials.
2. 1-quart sample for two-component coating materials with the constituents supplied in separate containers.

(bb) Labeling of material samples.--Each material sample shall be labeled with the following information:

1. The Contractor's name, address, telephone number, and date of transmittal.
2. The appropriate coating RSN number listed in Paragraph C.1.3. (Submittal Requirements).

3. Manufacturer's name, address and phone number for the material.
4. Batch number(s) for each material represented.

(g) "Or equal" material substitution for immersion or burial exposure.--The Contractor may propose to use an "or equal" material for a "brand name or equal" product specified and described by a coating category. The Contractor shall submit the following data and documentation and, if wanted, optional item (dd):

- (aa) Product and application data sheets.
- (bb) Manufacturer's certifications.
- (cc) Performance capabilities to meet or exceed the requirements listed in the associated coating category.
- (dd) List of projects (not less than three) where the material has been successfully used in applications similar to the specified applications, including project name and location, type of structure, owner's name, address, and telephone number, and application date.
- (ee) Manufacturer's certified test reports for coating or coating system substitution to equal or exceed the appropriate category performance requirements.
- (ff) Material samples and certified testing reports from an independent laboratory, if requested by the Government.

(h) "Or equivalent commercial" material substitution for atmospheric exposure.--Some coatings or coatings systems are specified using a Government specifications number followed by "or commercial equivalent." A commercial equivalent is a coating or coating system which will meet or exceed the specification coating on the specified feature and exposure conditions for application and the expected life cycle environment that the coating will be exposed to.

To obtain approval of a proposed substitution of commercial coatings in quantities of 20 gallons or less, the Contractor shall submit the following information:

- (aa) Product and application data sheets.
- (bb) Manufacturer's certifications of compliance stating the coating will meet or exceed the specified coating listed in the tabulation.
- (cc) Items to coated listed by tabulation number, sub-letter, and sub-number.

(dd) 1-quart sample, if requested by the Government.

The Contracting Officer's determination as to whether substitution shall be permitted and as to what substitute materials may be used shall be final and conclusive. If the substitute materials approved are less value to the Government or involve less cost to the Contractor than the materials specified, an adjustment shall be made in favor of the Government, and where the amount involved or the importance of the substitution warrants, a deductive modification to the contract will be issued. Any substitution which is approved by the Contracting Officer shall be at no additional cost to the Government.

(i) Qualification of coating applicators.--Each coating applicator shall be skilled and experienced in the application of each coating material which they will apply under this contract. The Contractor shall submit written evidence that it successfully meets the requirements of the Society of Protective Coatings (SSPC) QP2 certification. See Paragraph C.1.3 (Submittal Requirements) and Table 1A (List of Submittals). Note: The Society of Protective Coatings (SSPC) was formerly known as the Structural Steel Painting Council (SSPC).

To obtain the SSPC QP1 certification, the Contractor must demonstrate competence in the following:

- 1) Safety
- 2) Quality Control
- 3) Technical Capabilities
- 4) Management

To obtain the SSPC QP2 certification, the Contractor must demonstrate competence in the following:

- 1) All of the requirements of SSPC QP1
- 2) Management of Hazardous Paint Removal Projects
- 3) Technical Capabilities related to Hazardous Paint Removal
- 4) Personnel Qualifications and Training
- 5) Safety and Environmental Compliance

As an alternative to the Contractor being SSPC QP2 certified for Hazardous Paint Removal Projects, a painting contractor or subcontractor shall submit a detailed resume with personnel qualifications data, training certificates, photographs, addresses, and client references of a minimum of five painting contracts within the last three years that required removal, containment, and legal disposal of coal tar enamel, lead based primers and paints, and contaminated blast media. The required resume and supporting documentation shall be submitted in accordance with this paragraph and Paragraph C.1.3. (Submittal Requirements).

d. Materials.--Materials shall meet or exceed the salient characteristics for composition, physical, and performance requirements listed in the coating categories in Paragraph C.8.2. (Coating Tabulations and Categories).

(1) Containers.--All pigmented coatings and primers shall be purchased in containers not larger than 5 gallons as packaged by the manufacturer unless the Contractor is equipped at the coating site to handle and thoroughly mix coatings which are delivered in larger containers. All materials shall be delivered to the jobsite in their original unopened containers labeled with the manufacturer's name, brand, batch number, date of manufacture, and any special instructions.

(2) Colors and tinting.--Colors of finish coatings shall be in accordance with Paragraph C.8.3. (Color Schedule for Coatings). All colors and tints shall be prepared by the manufacturer. No tinting shall be permitted at the jobsite.

(3) Shelf life of coating material.--Coating material shall not be used that exceeds the manufacturer's minimum specified storage stability period and shall be removed from the jobsite.

(4) Volatile organic compounds (VOC).--The volatile organic compound (VOC) content of all specified coatings systems shall not exceed the maximum VOC content permitted by Federal, State, and local air pollution control regulations. VOC content shall be determined in accordance with ASTM D 2697. VOC content for the individual coatings or coating systems are listed in the coating categories and are identified as either "as supplied" or "reduced for spray." The addition of thinners to the coating material, if required, shall determine the maximum VOC allowable, not the "as supplied" VOC content. Thinning of coating material shall not exceed the allowable maximum VOC limit.

(5) Abrasives.--The abrasives used to prepare the specified surfaces shall meet the requirements of SSPC-AB 1, SSPC "Abrasive Specifications No. 1, Mineral and Slag Abrasives." The abrasives shall be either Type I or Type II, Class A material. The abrasive's grade shall be the grade required to produce the surface profiles specified or recommended by the manufacturer.

e. Preparation of surfaces.--For metallic or coated surfaces in which surface preparation has been completed but the substrate has flash rusted, corroded, become contaminated, or improperly cured, the Contractor shall re-clean or perform additional surface preparation to the required surface preparation, prior to coating application.

(1) Surface profile. -

(a) Specified surface profile.--Where abrasive blasting is specified for a given service environment, the profile shall be as recommended by either the coating's manufacturer(s) or as specified in the coating category or tabulation.

(b) Non-specified surface profile.--Where the surface profile is not specified, the blasted surface shall have the following profile for the listed service environments:

(aa) Atmospheric.--1 mil or greater angular profile and shall be less than the specified millage of the first applied coat.

(bb) Burial and immersion.--Angular profile between 1.5 to 3-mils.

(c) Testing of surface profile.--Prior to coating application, the surface profile of abrasive blasted steel surfaces shall be measured for compliance to manufacturer's instructions or these specifications in accordance with ASTM D 4417; except that only Method C will be allowed, and Precision and Basis will not be required.

(2) Metalwork and equipment, except spot repair coatings on existing metalwork and equipment and Government furnished metalwork and equipment.--Surface preparation shall be in accordance with these specifications and as indicated in the coating tabulation. Any coatings not required by and not shown in the coating tabulation shall be removed from the surfaces by suitable and effective means, unless otherwise directed. All surfaces not specifically covered shall be prepared by methods common to industry practices for the particular surface.

(a) Surface irregularities.--Weld spatter, slag burrs, porosity, sharp edges, pits, laminations, crevices, or other objectionable surface shall be removed or repaired before cleaning.

(b) Specific surface preparation.--Following removal or repair of surface irregularities, specific surface preparation shall be by one of the following methods, as specified for each item in the coating tabulation:

Method A.--"Solvent Cleaning"; NOT APPLICABLE FOR THIS PROJECT.

Method B.--"Commercial Blast Cleaning," "Brush-Off Blast Cleaning," NOT APPLICABLE FOR THIS PROJECT.

Method C.--Existing metal surfaces which are rusted or which have deteriorated or disbonded coatings shall be media-blasted to bare metal using blasting equipment in accordance with "Near-White Blast Cleaning," SSPC-SP10.

As an option, the existing metal surfaces which are rusted or which have deteriorated or disbonded coatings shall be ultrahigh pressure water jetted to bare metal using water jetting equipment in accordance with "Surface Preparation and Cleaning of Steel and Other Hard Surfaces by High- and Ultrahigh Water Jetting Prior to Recoating," SSPC-SP12.

In isolated situations where abrasive blasting is impractical due to access, the Contractor shall clean the metal surface to equal or exceed SSPC-SP11, "Power Tool Cleaning to Bare Metal".

To minimize the generation of contaminated blast media, the use of various additives to the blast media, chemical agents, solvents, or paint strippers that reduce or eliminate the volume and weight of hazardous waste materials shall be required. In lieu of additives, chemical agents, solvents, or paint strippers, the Contractor may elect to use media-blasting equipment which is equipped with a system that collects and separates the debris of the lead based paints and primers which are being removed.

All media-blasting for complete removal of lead based paints shall be performed in full containment conditions with air monitoring and air purification filters to remove all airborne particulates.

If rust forms or the surfaces become otherwise contaminated in the interval between cleaning and coating, or between coats, recleaning shall be performed by the Contractor.

The surface preparation tools and media used to prepare the surfaces shall retain or produce a surface profile. Use of SSPC-VIS3 standard, SP3/PWB will be prohibited.

f. Application.--

(1) General material preparation and application.--Materials shall be thoroughly mixed at the time of application, and shall be clean and free from moisture.

All Contractor-applied coatings exposed to public view shall display a uniform texture and color-matched appearance.

Thinning of coatings to facilitate satisfactory application shall be kept to a minimum shall not exceed 1 pint per gallon. Only manufacturer's approved thinners for the type of coating shall be used.

(2) Suspension of coating operations due to weather.--Coating application shall be suspended when weather conditions are unfavorable for coating application and proper cure. Conditions shall be based on the more restrictive requirement of either the manufacturer's recommendations or these specifications.

(3) Environmental temperatures and humidities.--The application and curing of individual coating systems shall be restricted within the maximum and minimum specified temperatures and relative humidities applicable to that coating system. The temperature and humidity limits shall be as defined on the coating category sheets or the manufacturer's product data sheets, whichever is more restrictive. Temperature and humidity restrictions are listed in Table 8-1 (Temperature and Humidity

Restrictions) below. These restrictions shall apply and are referenced by the corresponding number for specific materials listed in subparagraph C.8.1.f.(9) (Application of specific materials) below.

Table 8-1--Temperature and Humidity Restrictions

Restriction No.	Description
1	For surfaces that are not thoroughly dry at application time, the substrate shall be heated to 80 degrees Fahrenheit, to drive off any moisture present before application.
2	The surfaces shall be a minimum of 5 degrees Fahrenheit above the dewpoint temperature at time of coating application and through the curing completion period.
3	Application shall not proceed unless the humidity of the atmosphere and the surface to be coated are such that evaporation rather than condensation will result.
4	Coatings shall not be applied when either the air or surface temperature is below 45 degrees Fahrenheit.
5	Surfaces shall be free of ice and ice crystals.
6	Application shall not be allowed on surfaces with free moisture.
7	Air and substrate temperatures shall be above 50 degrees Fahrenheit during application and the curing period.

(4) Control of adverse environmental conditions.--For areas of adverse environmental conditions that are detrimental to coating application and cure, the Contractor shall control the environment by suitable means.

(5) Recoating times at a reference temperature.--Coated surfaces that are to receive subsequent coats shall be recoated within a time frame window. Recoat windows at specified temperatures are provided in Paragraph C.8.2. (Coating Tabulations and Categories) and the manufacturer's recommendations. For recoating at temperatures other than listed and fluctuating temperatures, the Contractor shall consult the coating manufacturer for adjusted recoat limits and curing times. Where the recoat limit has been exceeded, the Contractor shall follow surface preparation methods for the coated surface in accordance with the manufacturer's instructions.

(6) Heating of cold-applied coatings.--Heating of cold-applied coatings will be permitted to improve application properties. Heating shall be by hot-water bath or other OSHA-approved methods to a temperature not exceeding 100 degrees Fahrenheit.

(7) Spray application.--All air supply lines of spray equipment shall be free from oil and moisture. Spray equipment shall be equipped with pressure gauges and pressure regulators. Nozzle pressure shall be consistent to produce an atomized spray to form a continuous and uniform coating film. Spray equipment shall also be equipped with mechanical agitators, except that mechanical agitators shall not be used for single component, moisture cure, urethanes. During spray application, the nozzle shall be held sufficiently close to the surfaces being coated to produce a continuous wet coat, avoid excessive evaporation of the volatile constituents, loss of material into the air, and bridging over crevices and corners.

(8) Coating application.--Each coat shall be applied to produce an even film of uniform thickness which will completely cover irregularities, fill crevices, and be tightly bonded to the substrate. Each coat shall be free from runs, pinholes, sags, laps, brush marks, voids, and other defects. Each coat shall be allowed to dry or to harden before the succeeding coat is applied.

(a) Primer coats.--Primer coats shall cover the peaks of the surface profile by the specified dry film thickness (DFT) listed in tabulations. Unless otherwise specified, primer coats shall be applied as follows:

(aa) Edge coats.--The first primer coat shall be an edge coat applied to edges, boltheads, welds, corners, and similar surfaces by brushing to thoroughly and effectively coat these areas. The coating material may be delivered to the surface by spraying and then "scrubbed in" by brushing.

(bb) General primer coats.--After the edge coat has been applied, primer coats shall be applied by conventional brush, roller, or spray equipment to all surfaces, including edge coated surfaces, to achieve a smooth, uniform coating.

(b) Intermediate coats and topcoats.--After the primer coat has been applied and cured, intermediate and topcoats, if specified, shall be applied in accordance to the applicable tabulation number for number of coats and thickness.

The coating color for intermediate coats shall be tinted with the manufacturer's standard color to differentiate between coats to aid the coating applicator in the uniformity, thickness, and complete application of the material.

(9) Application of specific materials:

(a) Priming coats for atmospheric exposure only.--Priming coats shall be applied, unless otherwise specified in the coating tabulations or category sheets, at a DFT of not less than 1.0 mil for the first coat. Following the first coat of priming, an additional edge coat shall be applied over all rivets, welds, bolts, seams, sharp corners, and edges before subsequent painting. The first coat shall be applied by brush or roller, and

subsequent coats shall be applied by either brush, roller, or spray, except that priming coats may be applied by spraying when method C surface preparation is specified.

Temperature and humidity restrictions: 1, 2, 3, 4, 5, and 6

(b) Epoxy coating for nonpotable water.-- The epoxy coating shall be mixed and applied according to the manufacturer's instructions, except as otherwise specified. The first coat shall be applied by brush or roller over the areas listed below and succeeding coats by spray. Prior to applying the first coat, all welds and rough or irregular surfaces, including edges, shall be given a vigorously brushed coat to ensure complete coverage free of pinholes. The first general coat may then be sprayed over the wet brush coat. All coats shall be applied in rigid adherence to the manufacturer's time-temperature limits on time between coats. The minimum curing times before immersion shall be according to these specifications and the manufacturer's instructions.

Damaged areas or other areas requiring touchup coating shall be sanded to roughen the surface, and then the manufacturer's special instructions regarding special solvent wiping or other preparation for touch up repair shall apply; areas in which the specified drying time between coats is exceeded shall be treated and prepared by the same method.

Temperature and humidity restrictions: 1, 2, 3, 5, 6, and 7

Epoxy coatings shall be protected against exposure to direct sunlight until permanent submergence, burial, or until installation under cover. Protection may be by covering or shading, except that surfaces which will be exposed to sunlight in their installed position and eventually will be buried or submerged shall be protected by a heavy coat of compatible commercial 100 per cent waterborne acrylic emulsion white primer/finish spray applied after last coat of epoxy has cured. The emulsion coating shall be reapplied if necessary.

(c) Weathering aliphatic polyurethane topcoats over epoxy coatings.--Weathering aliphatic polyurethane topcoats shall be mixed and applied according to the manufacturer's recommendations and to the manufacturer's compatible epoxy base coating, except as otherwise specified. Application should be applied within the epoxy base coating recoat "window." For application exceeding the epoxy base coating recoat "window," the base coat shall be abraded to the manufacturer's recommendations.

Temperature and humidity restrictions: 1, 2, 3, 5, 6, and 7

g. Testing.--The hardened coating shall be tested for acceptance by the applicable standards listed below for the following coating system exposure:

(1) All coating exposures (atmospheric, burial, and partial or complete immersion).-- The dry film thickness (DFT) shall be measured on hardened completed coating systems, but before the recoating interval has been exceeded, on steel surfaces in accordance with SSPC-PA2, "Measurement of Dry Paint Thickness with Magnetic Gages," except that the third sentence of section 3.1 shall read " No single spot measurement in any 100 square foot area shall be less than 90% of the specified thickness." The least value readings on the bare substrate shall be used to specify the DFT measurement is taken from the peaks and not the valleys of surface profile. In accordance with section 3.2 of SSPC-PA2, irregular or complex shapes of areas less than 50 square feet per face shall have a minimum of three spot measurements taken.

The average of the five spot measurements and the average of the three spot measurements for irregular or complex shapes shall not be less than the specified thickness for DFT acceptance.

(2) Burial and partial or complete immersion exposure.--Nonconductive coating applied to conductive base metals which will be buried or completely or partially submerged in water shall be tested for pinholes and holidays in accordance to ASTM D 5162, "Discontinuity (Holiday) Testing of Nonconductive Coating on Metallic Substrates," except that high voltage testing shall be conducted on 16 mil and greater DFT. The use of detergent wetting solution will not be allowed.

The Contractor shall consult with the manufacturer to determine maximum voltage for the applied coating for testing and prevent coating damage. The Contractor shall notify the Contracting Officer's representative 72 hours in advance of holiday testing so that the Contracting Officer's representative may witness the pinhole and holiday testing.

h. Repair of construction related defects.--Damaged areas, pinholes, holidays, laps, voids, or other defects shall be repaired within the minimum and maximum recoat window times in accordance with the coating manufacturer's recommendations and the applicable tabulation that the coating was applied. Repaired areas shall be retested. The cost of furnishing all materials and performing all work required in repairs of defective coatings shall be the responsibility of the Contractor.

C.8.2 Coating Tabulations and Categories

a. General. - Items shall receive the cleaning, surface preparation, painting, and coating systems shown in the tabulations below. Paint and coatings shall be applied in accordance with Paragraph C.8.1 (Painting and Coating, General).

b. Coating tabulations.--The tabulation specifies the items to be coated, the substrate surface, the coating or coating material options by an alphanumeric label, Federal or Military specification number, or "Brand" name, the number and thickness of coats to be applied, the surface preparation method, and the surface profile if different from general conditions. Within some coating options, there may be more than one coating category listed. The Contractor shall apply

only one coating category per option. Individual system coats shall be compatible with the other applied coats, either primer, intermediate, or topcoat.

c. Coating categories.--Specific coating categories referenced in the coating tabulations identify product name and manufacturer or Federal or Military specification and list the generic chemical composition, physical characteristics, and performance requirements.

Tabulation No. 21. -

The metal items listed below shall be coated in accordance with the requirements of this tabulation.

Items to be coated:

- a. Upstream face of Regulating Gates. (Submerged condition. No exposure to sunlight. Apply base coat only, no finish coat or topcoat required.)
- b. Downstream face of Regulating Gates. (Damp conditions. Not submerged. Exposure to direct sunlight. Apply base coat with finish coat or topcoat for appearance.)

Coating materials	Number and thickness of coats	Surface preparation method
Base coats: Category: IE-1A1 IE-1C IE-1D IE-1F IE-1J	2 or more coats: 8-mil DFT, minimum, per coat 16-mil DFT, minimum, for total base coat system, excluding edge coats	C
Finish coat(s): Category: IE-1AT over IE-1A1 IE-1CT over IE-1C IE-1DT over IE-1D IE-1DT over IE-1F IE-1DT over IE1J Match the compatible category "T" aliphatic polyurethane to the base coat used. (Colors and glosses as shown in the color schedule.)	1 or more coats of compatible "T" aliphatic polyurethane 4 mils DFT, minimum, for finish coat, per coat 20-mil DFT, minimum, for base coat and finish coat system, excluding edge coats	Follow the Manufacturer's specific application instructions and/or specifications for surface preparation before applying next coat.

Category IE-1A1

Category IE-1A1 coating system shall be:

Amerlock 400/400 cure; as manufactured by:

Ameron
PO Box 1020
Brea CA 92622-1020
(714) 529-1951

or equal, having the following salient characteristics:

COMPOSITION:

Self-priming, two-component, polyamide epoxy coating

PHYSICAL CHARACTERISTICS:

Volume solids:	80 percent, minimum
VOC (as supplied):	1.4 pounds per gallon (168 grams per liter), maximum
Minimum curing temperature:	50 degrees F
Surface application temperature above dew point:	5 degrees F, minimum
Mixed usable pot life at 70 degrees F:	2.5 hours, minimum
Maximum applied DFT per coat:	8 mils
Curing time at 70 degrees F:	Touch - 9 hours; Through - 20 hours
Recoating time at 70 degrees F:	16 hours, minimum; 2 months, maximum; after 2 months abrade surfaces
Mixing ratio:	1 to 1, by volume
Application method:	Brush, roller, conventional, or airless spray
Time before immersion after the final coat has been applied at 70 degrees F:	7 days, minimum

COATING SYSTEM PERFORMANCE REQUIREMENTS:

Fresh/Deionized water immersion test: (ASTM D 870)	passes 3,000 hour test with aerated water held at ambient temperatures with no blisters evident on either the scribed or unscribed sides.
Salt water immersion test: (ASTM D 870, ASTM D 1141 formula A with no heavy metals)	passes 3,000 hour test with aerated water held at ambient temperatures with no blisters evident on either the scribed or unscribed sides.
QUV Accelerated weathering test: (ASTM D 4587, ASTM G 154)	passes 3,000 hour test with no blisters evident on either the scribed or unscribed sides, minimal chalking (ASTM D 4214) or color difference (ASTM D 2244).

Category IE-1A1

Flexibility: (ASTM D 522, 180 degree
bend
over 1-inch mandrel) passes

Pencil hardness: (ASTM D 3363) 2B, minimum

Pulloff Adhesion: (ASTM D 4541)
(Elcometer) greater than 500 psi

Tape adhesion: (ASTM D 3359) equal to or better than 4A

Cathodic disbondment: Has passed a recognized standard cathodic
disbondment test.

Potable water: National Sanitation Foundation (NSF) 61 approved

Category IE-1C

Category IE-1C coating system shall be:

Tnemec, Series 69, Hi-Build Epoxoline II; or
 Tnemec, Series 140, Pota-Pox Plus as manufactured by:
 Tnemec Company, Inc.
 PO Box 411749
 Kansas City MO 64141
 (816) 483-3400

or equal, having the following salient characteristics:

COMPOSITION:

Self-priming, two-component, polyamidoamine epoxy

PHYSICAL CHARACTERISTICS:

Volume solids:	67 percent, minimum
VOC (as supplied):	2.34 pounds per gallon (280 grams per liter), maximum
Minimum curing temperature:	50 degrees F
Surface application temperature above dew point:	5 degrees F, minimum
Mixed usable pot life at 77 degrees F:	4 hours, minimum
Maximum applied DFT per coat:	5 mils as primer; 10 mils as topcoat
Curing time at 75 degrees F:	Touch - 2 hours; Handle - 6 hours
Recoating time at 75 degrees F:	8 hours, minimum; 14 days, maximum; after 14 days abrade surfaces
Mixing ratio:	1 to 1, by volume
Application method:	Brush or roller (small areas only); conventional, or airless spray
Time before immersion after the final coat has been applied at 70 degrees F:	7 days, minimum

COATING SYSTEM PERFORMANCE REQUIREMENTS:

Fresh/Deionized water immersion test: (ASTM D 870)	passes 3,000 hour test with aerated water held at ambient temperatures with no blisters evident on either the scribed or unscribed sides.
Salt water immersion test: (ASTM D 870, ASTM D 1141 formula A with no heavy metals)	passes 3,000 hour test with aerated water held at ambient temperatures with no blisters evident on either the scribed or unscribed sides.

QUV Accelerated weathering test: (ASTM G 154)	passes 3,000 hour test with no blisters evident on either the scribed or unscribed sides, minimal chalking (ASTM D 4214) or color difference (ASTM D 2244).
Flexibility: (ASTM D 522, 180 degree bend over 1-inch mandrel)	passes
Pencil hardness: (ASTM D 3363)	2B, minimum
Pulloff Adhesion: (ASTM D 4541) (Elcometer)	greater than 500 psi
Tape adhesion: (ASTM D 3359)	equal to or better than 4A
Cathodic disbondment:	Has passed a recognized standard cathodic disbondment test.

Category IE-1CT is the weathering topcoat for this epoxy system, if one is specified.

Category IE-1D

Category IE-1D coating system shall be:

Bar-Rust 236; as manufactured by:

Devoe Coatings
4000 Dupont Circle
Louisville KY 40207
(502) 897-9861

or equal, having the following salient characteristics:

COMPOSITION:

Self-priming, two-component, amine, adduct-cured epoxy

PHYSICAL CHARACTERISTICS:

Volume solids:	80 percent, minimum
VOC (as supplied):	1.41 pounds per gallon (170 grams per liter), maximum
Minimum curing temperature:	40 degrees F
Surface application temperature above dew point:	5 degrees F, minimum
Mixed usable pot life at 70 degrees F and 50 percent relative humidity:	4 hours, minimum
Maximum applied DFT per coat:	8 mils
Recoating time at 70 degrees F and 50 percent relative humidity:	5 hours, minimum; 1 month, maximum

Category IE-1D

Mixing ratio:	4 to 1, by volume
Application method:	Brush or roller (small areas only); conventional, or heavy-duty airless spray (preferred)
Time before immersion after the final coat has been applied at 70 degrees F:	7 days, minimum

COATING SYSTEM PERFORMANCE REQUIREMENTS:

Fresh/Deionized water immersion test: (ASTM D 870)	passes 3,000 hour test with aerated water held at ambient temperatures with no blisters evident on either the scribed or unscribed sides.
Salt water immersion test: (ASTM D 870, ASTM D 1141 formula A with no heavy metals)	passes 3,000 hour test with aerated water held at ambient temperatures with no blisters evident on either the scribed or unscribed sides.
QUV Accelerated weathering test: (ASTM G 154)	passes 3,000 hour test with no blisters evident on either the scribed or unscribed sides, minimal chalking (ASTM D 4214) or color difference (ASTM D 2244).
Flexibility: (ASTM D 522, 180 degree bend over 1-inch mandrel)	passes
Pencil hardness: (ASTM D 3363)	2B, minimum
Pulloff Adhesion: (ASTM D 4541) (Elcometer)	greater than 500 psi
Tape adhesion: (ASTM D 3359)	equal to or better than 4A
Cathodic disbondment:	Has passed a recognized standard cathodic disbondment test.

Category IE-1DT is the weathering topcoat for this epoxy system, if one is specified.

Category IE-1F

Category IE-1F coating system shall be:

Bar-Rust 233H; as manufactured by:

Devoe Coatings
4000 Dupont Circle
Louisville KY 40207
(502) 897-9861

or equal, having the following salient characteristics:

COMPOSITION:

Self-priming, two-component, modified polyamide amine epoxy

PHYSICAL CHARACTERISTICS:

Volume solids:	80 percent, minimum
VOC (as supplied):	1.41 pounds per gallon (170 grams per liter), maximum
Minimum curing temperature:	40 degrees F
Surface application temperature above dew point:	5 degrees F, minimum
Mixed usable pot life at 77 degrees F and 50 percent relative humidity:	3.5 hours, minimum
Maximum applied DFT per coat:	6 mils
Recoating time at 77 degrees F and 50 percent relative humidity:	4 hours, minimum; 1 month, maximum
Mixing ratio:	4 to 1, by volume
Application method:	Brush or roller (small areas only); conventional or heavy-duty airless spray (preferred)
Time before immersion after the final coat has been applied at 70 degrees F:	7 days, minimum

COATING SYSTEM PERFORMANCE REQUIREMENTS:

Fresh/Deionized water immersion test: (ASTM D 870)	passes 3,000 hour test with aerated water held at ambient temperatures with no blisters evident on either the scribed or unscribed sides.
Salt water immersion test: (ASTM D 870, ASTM D 1141 formula A with no heavy metals)	passes 3,000 hour test with aerated water held at ambient temperatures with no blisters evident on either the scribed or unscribed sides.
QUV Accelerated weathering test: (ASTM G 154)	passes 3,000 hour test with no blisters evident on either the scribed or unscribed sides, minimal chalking (ASTM D 4214) or color difference (ASTM D 2244).

Category IE-1F

Flexibility: (ASTM D 522, 180 degree bend over 1-inch mandrel)	passes
Pencil hardness: (ASTM D 3363)	3H, minimum
Pulloff Adhesion: (ASTM D 4541) (Elcometer)	greater than 500 psi
Tape adhesion: (ASTM D 3359)	equal to or better than 4A
Cathodic disbondment:	Has passed a recognized standard cathodic disbondment test.
Potable water:	National Sanitation Foundation (NSF) 61 approved

Category IE-1DT is the weathering topcoat for this epoxy system, if one is specified.

Category IE-1J

Category IE-1J coating system shall be:

Bar-Rust 235, Multi-Purpose Epoxy; as manufactured by:

Devoe Coatings
4000 Dupont Circle
Louisville KY 40207
(502) 897-9861

or equal, having the following salient characteristics:

COMPOSITION:

Self-priming, two-component, modified polyamide amine epoxy

PHYSICAL CHARACTERISTICS:

Volume solids:	68 percent, minimum
VOC (as supplied):	2.4 pounds per gallon (292 grams per liter), maximum
Minimum curing temperature:	40 degrees F
Surface application temperature above dew point:	5 degrees F, minimum
Mixed usable pot life at 77 degrees F and 50 percent relative humidity:	3.5 hours, minimum
Maximum applied DFT per coat:	8 mils
Recoating time at 77 degrees F and 50 percent relative humidity:	5 hours, minimum; 1 month, maximum
Mixing ratio:	4 to 1, by volume
Application method:	Brush or roller (small areas only); conventional or heavy-duty airless spray (preferred)
Time before immersion after the final coat has been applied at 70 degrees F:	7 days, minimum

COATING SYSTEM PERFORMANCE REQUIREMENTS:

Fresh/Deionized water immersion test: (ASTM D 870)	passes 3,000 hour test with aerated water held at ambient temperatures with no blisters evident on either the scribed or unscribed sides.
Salt water immersion test: (ASTM D 870, ASTM D 1141 formula A with no heavy metals)	passes 3,000 hour test with aerated water held at ambient temperatures with no blisters evident on either the scribed or unscribed sides.
QUV Accelerated weathering test: (ASTM G 154)	passes 3,000 hour test with no blisters evident on either the scribed or unscribed sides, minimal chalking (ASTM D 4214) or color difference (ASTM D 2244).

Category IE-1J

Flexibility: (ASTM D 522, 180 degree bend over 1-inch mandrel)	passes
Pencil hardness: (ASTM D 3363)	3H, minimum
Pulloff Adhesion: (ASTM D 4541) (Elcometer)	greater than 500 psi
Tape adhesion: (ASTM D 3359)	equal to or better than 4A
Cathodic disbondment:	Has passed a recognized standard cathodic disbondment test.

Category IE-1DT is the weathering topcoat for this epoxy system, if one is specified.

Category IE-1AT

Category IE-1AT coating system shall be:

Amerlock 450/450HS cure; as manufactured by:

Ameron
PO Box 1020
Brea CA 92622-1020
(714) 529-1951

or equal, having the following salient characteristics:

COMPOSITION:

Two-component, aliphatic polyurethane topcoat

PHYSICAL CHARACTERISTICS:

Volume solids:	63 percent, minimum
VOC (as supplied):	2.4 pounds per gallon (287.5 grams per liter), maximum
Minimum curing temperature:	40 degrees F
Surface application temperature above dew point:	5 degrees F, minimum
Mixed usable pot life at 70 degrees F:	4 hours, minimum
Maximum applied DFT per coat:	2 mils
Curing time at 70 degrees F:	Touch - 30 minutes; Through - 8 hours
Recoating time at 70 degrees F:	4 hours, minimum; 14 days, maximum
Mixing ratio:	4 to 1, by volume
Application method:	Brush, roller, conventional, or airless spray
Time before immersion after the final coat has been applied at 70 degrees F:	6 days, minimum

COATING SYSTEM PERFORMANCE REQUIREMENTS:

Fresh/Deionized water immersion test: (ASTM D 870)	passes 3,000 hour test with aerated water held at ambient temperatures with no blisters evident on either the scribed or unscribed sides.
Salt water immersion test: (ASTM D 870, ASTM D 1141 formula A with no heavy metals)	passes 3,000 hour test with aerated water held at ambient temperatures with no blisters evident on either the scribed or unscribed sides.
QUV Accelerated weathering test: (ASTM G 154)	passes 3,000 hour test with no blisters evident on either the scribed or unscribed sides, minimal chalking (ASTM D 4214) or color difference (ASTM D 2244).

Category IE-1AT

Flexibility: (ASTM D 522, 180 degree bend over 1-inch mandrel)	passes
Pencil hardness: (ASTM D 3363)	2B, minimum
Pulloff Adhesion: (ASTM D 4541) (Elcometer)	greater than 500 psi
Tape adhesion: (ASTM D 3359)	equal to or better than 4A
Cathodic disbondment:	Has passed a recognized standard cathodic disbondment test.

This is the weathering topcoat for Category IE-1A1, if one is specified.

Category IE-1CT

Category IE-1CT coating system shall be:

Tnemec, Series 75, Enduro-Shield; as manufactured by:

Tnemec Company, Inc.
PO Box 411749
Kansas City MO 64141
(816) 483-3400

or equal, having the following salient characteristics:

COMPOSITION:

Two-component, high-build, aliphatic, acrylic polyurethane enamel, topcoat

PHYSICAL CHARACTERISTICS:

Volume solids:	70 percent, minimum
VOC (as supplied):	2.11 pounds per gallon (253 grams per liter), maximum
Minimum curing temperature:	40 degrees F
Surface application temperature above dew point:	5 degrees F, minimum
Mixed usable pot life at 77 degrees F:	2 hours, minimum
Maximum applied DFT per coat:	5 mils
Curing time at 75 degrees F:	Touch - 1 hour; Handle - 6 hours
Recoating time at 75 degrees F:	8 hours, minimum; 14 days maximum
Mixing ratio:	4 to 1, by volume
Application method:	Brush, roller, conventional, or airless spray
Time before immersion after the final coat has been applied at 70 degrees F:	7 days, minimum

COATING SYSTEM PERFORMANCE REQUIREMENTS:

Fresh/Deionized water immersion test: (ASTM D 870)	passes 3,000 hour test with aerated water held at ambient temperatures with no blisters evident on either the scribed or unscribed sides.
Salt water immersion test: (ASTM D 870, ASTM D 1141 formula A with no heavy metals)	passes 3,000 hour test with aerated water held at ambient temperatures with no blisters evident on either the scribed or unscribed sides.
QUV Accelerated weathering test: (ASTM G 154)	passes 3,000 hour test with no blisters evident on either the scribed or unscribed sides, minimal chalking (ASTM D 4214) or color difference (ASTM D 2244).

Category IE-1CT

Flexibility: (ASTM D 522, 180 degree bend over 1-inch mandrel)	passes
Pencil hardness: (ASTM D 3363)	2B, minimum
Pulloff Adhesion: (ASTM D 4541) (Elcometer)	greater than 500 psi
Tape adhesion: (ASTM D 3359)	equal to or better than 4A
Cathodic disbondment:	Has passed a recognized standard cathodic disbondment test, when applied over the specified epoxy base coat.

This is the weathering topcoat for Category IE-1C, if one is specified.

Category IE-1DT

Category IE-1DT coating system shall be:

Devthane 379, Aliphatic Urethane Gloss Enamel; as manufactured by:

Devoe Coatings
4000 Dupont Circle
Louisville KY 40207
(502) 897-9861

or equal, having the following salient characteristics:

COMPOSITION:

Two-component, aliphatic, polyurethane, topcoat

PHYSICAL CHARACTERISTICS:

Volume solids:	63 percent, minimum
VOC (as supplied):	2.6 pounds per gallon (311 grams per liter), maximum
Minimum curing temperature:	40 degrees F
Surface application temperature above dew point:	5 degrees F, minimum
Mixed usable pot life at 77 degrees F:	4 hours, minimum
Maximum applied DFT per coat:	3 mils
Recoating time at 80 degrees F and 50 percent relative humidity:	3 hours, minimum; 24 hours, maximum
Mixing ratio:	4 to 1, by volume
Application method:	Brush, roller, conventional, or airless spray
Time before immersion after the final coat has been applied at 70 degrees F:	6 days, minimum

COATING SYSTEM PERFORMANCE REQUIREMENTS:

Fresh/Deionized water immersion test: (ASTM D 870)	passes 3,000 hour test with aerated water held at ambient temperatures with no blisters evident on either the scribed or unscribed sides.
Salt water immersion test: (ASTM D 870, ASTM D 1141 formula A with no heavy metals)	passes 3,000 hour test with aerated water held at ambient temperatures with no blisters evident on either the scribed or unscribed sides.
QUV Accelerated weathering test: (ASTM G 154)	passes 3,000 hour test with no blisters evident on either the scribed or unscribed sides, minimal chalking (ASTM D 4214) or color difference (ASTM D 2244).

Category IE-1DT

Flexibility: (ASTM D 522, 180 degree bend over 1-inch mandrel)	passes
Pencil hardness: (ASTM D 3363)	2B, minimum
Pulloff Adhesion: (ASTM D 4541) (Elcometer)	greater than 500 psi
Tape adhesion: (ASTM D 3359)	equal to or better than 4A
Cathodic disbondment:	Has passed a recognized standard cathodic disbondment test, when applied over the specified epoxy base coat.

This is the weathering topcoat for Category IE-1D, IE-1F, and IE-1J, if one is specified.

C.8.3 Color Schedule for Coatings

The Contractor shall obtain an accurate match of color and gloss for all coated surfaces. The downstream face is clearly visible to the general public. Every effort should be made to make the transition from newly painted areas to existing painted surfaces as minimal as possible.

Gloss abbreviations:

G - Full Gloss
 SG - Semigloss
 L - Lusterless
 F - Flat

Numbers listed in the "Tabulation No." column of the color schedule refer to corresponding item numbers to be coated in the tabulations.

Color Schedule

Tabulation No.	Item Surface	Color	Gloss
21	Upstream face of the 5 regulating gates on Parker Dam.	Black or Gray	L or F
21	Downstream face of the 5 regulating gates on Parker Dam.	To be selected from mfg. color table.	L or F

C.8.4 Payment

Payment for surface preparation and furnishing and applying protective coatings for all surfaces of the regulating gates will be made at the unit price bid therefor in the schedule, which prices shall include the cost of all labor, equipment, and materials. Surface preparation shall include removing existing coating materials to bare metal, rust, dirt, scum, oily substances, or any other contamination from the regulating gates.

Payment for surface preparation and furnishing and applying protective coating on steel guides, seal plates, and roller plates embedded in concrete surfaces will be made at the unit price bid therefor in the schedule, which prices shall include the cost of all labor, equipment, and materials. Surface preparation shall include removing existing coating materials to bare metal, rust, dirt, scum, oily substances, or any other contamination from the embedded steel guides, seal plates, and roller plates.

The cost of temporary scaffolding, working platforms, or two-point suspension scaffolding needed for access to all areas of the regulating gates shall be included in the respective unit prices bid in the schedule for surface preparation and furnishing and applying protective coating on the upstream and downstream faces of the five regulating gates on Parker Dam.

The cost for collection, containment, and disposal of hazardous waste generated during the media blasting operations shall be included in the applicable prices bid in the schedule for work that requires removal of the existing coating materials.

Subsection C.9 - Drawings

C.9.1 Drawings, General

a. General.--The drawings which form a part of these specifications are the original piping installation drawings. The Government has attempted to verify the accuracy of these drawings, however it is the Contractor's responsibility to ensure the accuracy of details that affect the job. In the event there are minor differences as determined by the Contracting Officer between details and dimensions shown on the drawings and those of existing features at the site, the details and dimensions of existing features at the site shall govern.

b. Additional copies of drawings.--The Contractor will be furnished such additional copies of these specifications and drawings as may be required for carrying out the work. Full-size contact prints of the original drawings from which the attached reproductions were made, other than standard drawings (40-D- series), will be furnished to the Contractor for service purposes upon request. Additional prints of the standard drawings (40-D- series) will be furnished upon request. The number of prints of each drawing furnished to the Contractor will be limited to 2 sets of contact prints and 1 set of reproducibles.

c. Existing installation drawings.--The drawings included herein are existing installation drawings. These drawings are included to show the existing installations.

C.9.2 List of Drawings

The following drawings are made a part of these specifications:

GENERAL

- | | | |
|---------------|----|---|
| 1. 231-D-3962 | -- | General Map |
| 2. 231-D-3963 | -- | Site Plan |
| 3. 231-D-66 | -- | Parker Dam, Spillway Structure - Plan - Elevation - Section |
| 4. 231-D-67 | -- | Parker Dam, Spillway Structure - Piers - Gate Guides - Sections |

INFORMATION DRAWINGS

Regulating Gates

- | | | |
|-----|---------------------|--|
| 5. | 231-D-330 - 50'x50' | Spillway Regulating Gate, General Installation Assembly |
| 6. | 231-D-331 - 50'x50' | Spillway Regulating Gate Leaf, Assembly - List of Parts |
| 7. | 231-D-332 - 50'x50' | Spillway Regulating Gate Leaf, Upper Cross Beams |
| 8. | 231-D-334 - 50'x50' | Spillway Regulating Gate Leaf, Lower Intermediate Cross Beam |
| 9. | 231-D-337 - 50'x50' | Spillway Regulating Gate Leaf, Skin Plate |
| 10. | 231-D-339 - 50'x50' | Spillway Regulating Gate Leaf, Gate Rod Anchor - Shoe |
| 11. | 231-D-340 - 50'x50' | Spillway Regulating Gate Leaf, Seal |

12. 231-D-341 - 50'x50' Spillway Regulating Gate Leaf, Spring backed guide shoe
13. 231-D-342 - 50'x50' Spillway Regulating Gate Leaf, Roller Train Assembly - List of Parts
14. 231-D-343 - 50'x50' Spillway Regulating Gate Leaf, Roller Base - Roller - Link
15. 231-D-344 - 50'x50' Spillway Regulating Gate Frame, Assembly - List of Parts
16. 231-D-347 - 50'x50' Spillway Regulating Gate Counterweight, Assembly - Blocks - List of Parts
17. 231-D-349 - 50'x50' Spillway Regulating Gate Hoist, Complete Assembly
18. 231-D-1256 - 50'X50' Spillway Regulating Gate Leaf, Roller Train Guide - List of Parts
19. 231-D-1257 - 50'X50' Spillway Regulating Gate Leaf, Roller Train Guide - Guards - Brackets - Clamps - Seals
20. 231-317-539 - 50'x50' Spillway Regulating Gate Leaf, Bottom Seals/Clamps
21. 231-317-540 - 50'x50' Spillway Regulating Gate Leaf, Revised Guide Shoes
22. 231-317-541 - 50'x50' Spillway Regulating Gate Leaf, Revised Guide Shoes
23. 231-317-542 - 50'x50' Spillway Regulating Gate Leaf, Revised Guide Shoes

Floating Bulkhead Gate

24. 231-D-858 - 65.5' x 58.25' Floating Bulkhead Gate - General Assembly.
25. 231-D-859 - 65.5' x 58.25' Floating Bulkhead Gate - Girders G1, G2, & G3.
26. 231-D-862 - 65.5' x 58.25' Floating Bulkhead Gate - Horizontal Seal Frame.
27. 231-D-1046 - 65.5' x 58.25' Floating Bulkhead Gate - General Assembly.
28. 231-D-1047 - 65.5' x 58.25' Floating Bulkhead Gate - End Elevation and Section.
29. 231-D-4009 - Modified Floating Bulkhead Gate, Installation of Equipment
30. 231-D-4012 - Modified Floating Bulkhead Gate, Operation

STANDARD DRAWINGS

31. 40-D-2486 - Rubber Seals for Regulating Gates, Side Seals
32. 40-D-4172 - Rubber Seals for Regulating Gates, Bottom Seals

SECTION D - PACKAGING AND MARKING

THERE ARE NO CLAUSES INCLUDED IN THIS SECTION

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.usbr.gov/aamsden/rar.html>

The following clause is incorporated into this contract by reference:

52.246-12 Inspection of Construction (Aug 1996)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.usbr.gov/aamsden/rar.html>

The following clauses are incorporated into this contract by reference:

52.242-14 Suspension of Work (Apr 1984)

F.2 52.211-10 Commencement, Prosecution, and Completion of Work (Apr 1984)

The Contractor shall be required to (a) commence work under this contract within 15 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 540 calendar days from receipt of Notice to Proceed. The time stated for completion shall include final cleanup of the premises.

F.3 52.211-12 Liquidated Damages--Construction (Sep 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$450 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

F.4 WBR 1452.219-80 Distribution of Summary Subcontracting Reports--Bureau of Reclamation (Apr 1998)

(a) The original of each Standard Form 295, Summary Subcontracting Report, shall be sent to the Director, Office of Small and Disadvantaged Business Utilization, Department of the Interior, 1849 C Street NW, Washington DC 20240-0001.

(b) One copy of each report shall be furnished to the Business and Economic Development Program Manager, Acquisition and Assistance Management Services, Reclamation Service Center, PO Box 25007, D-7800, Denver, CO 80225-0007.

(c) One copy of each report shall be furnished to the contracting officer.

(d) One copy of each report shall be furnished to the Small Business Administration (SBA) cognizant Commercial Market Representative (CMR) at the address provided by SBA. this address may be obtained by calling SBA Headquarters at (202) 205-6475.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 WBR 1452.201-80 Authorities and Limitations--Bureau of Reclamation (Jul 1993)

(a) All work shall be performed under the authority exercised by the Contracting Officer who has been appointed in accordance with the requirements of the Department of the Interior Acquisition Regulation (DIAR) 1401.603 (48 CFR 1401.603).

(b) The Contracting Officer may designate other Government employees to act as authorized representatives in administering this contract in accordance with the requirements of DIAR 1401.670 (48 CFR 1401.670). Any designation shall be made to the authorized representative by an appointment memorandum signed by the Contracting Officer which contains the scope and limitations of authority delegated for purposes of administering this contract. A copy of the memorandum, and any revisions to it, shall be provided to the Contractor which shall acknowledge receipt.

(c) The Contractor shall, without unnecessary delay, comply with any written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of their appointment memorandum. Such orders or direction include, but are not limited to, instructions, interpretations, approvals, or rejections associated with work under this contract including requirements for submission of technical data, shop drawings, samples, literature, plans, or other data required to be approved by the Government under this contract.

(d) (1) If the Contractor receives direction for work under this contract (including any written or oral orders it regards as a change order under the Changes clause of this contract) and it considers such direction to have been issued without proper authority (including instances where it believes delegated authority has been exceeded), it shall not proceed with the direction and shall notify the Contracting Officer within five (5) working days of receipt of the direction. On the basis of the most accurate information available to the Contractor, the notice shall state--

(i) The date, nature, and circumstances of the direction received;

(ii) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such direction;

(iii) The identification of any documents and the substance of any oral communication involved in such direction;

(iv) The contract line items or other contract requirements that may be affected by the alleged direction including any suspected delays or disruption of performance; and

(v) Any other information considered pertinent.

(2) Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform under this

paragraph prior to receipt of the Contracting Officer's determination issued under paragraph (e) of this clause.

(e) The Contracting Officer shall promptly, after receipt of any notice made under paragraph (d) of this clause, respond to the notice in writing. The response shall --

(1) Confirm that the direction contained in the Contractor's notice was unauthorized and either authorize it by appropriate contract modification or countermand it;

(2) Deny that the direction contained in the Contractor's notice was outside the scope and limitations of the authority of the authorized representative who gave the direction and direct the Contractor to proceed immediately with the direction received or, when necessary, direct the mode of further performance; or

(3) In the event the information contained in the Contractor's notice is inadequate to make a decision under subparagraphs (e)(1) or (2) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(f) A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

G.2 WBR 1452.232-903 Invoice Submission Requirements--Bureau of Reclamation--Lower Colorado Region (Nov 1996)

(a) The COR has been designated authority to approve invoices for progress payments under the contract. To ensure timely processing of progress payments under the contract, the designated billing office for such payments is: Bureau of Reclamation, Attention: Regional Engineer (LC-6000), P.O. Box 61470, Boulder City NV 89006-1470.

(b) Final payment under the contract will be approved by the Contracting Officer. The final invoice will be approved pursuant to the Prompt Payment clause in the contract after all contract settlement actions are complete. To ensure timely processing, the designated billing office for the final invoice is: Bureau of Reclamation, Attention: Contracting Officer (LC-3130), P.O. Box 61470, Boulder City NV 89006-1470.

G.3 WBR 1452.242-80 Postaward Conference--Bureau of Reclamation (Jul 1993)

(a) Prior to the Contractor starting work, a postaward conference (as described in FAR Subpart 42.5), will be convened by the contracting activity or contract administration office. The Contractor's Project Manager shall attend the conference. If the contract involves subcontractors, a representative of each major subcontractor is also required to attend.

(b) The conference will be held at Hoover Dam, Boulder City, Nevada.

(c) The Contracting Officer and the Contractor will agree to the date and time of the conference after award of the contract. In event of a conflict in schedules, the Contracting Officer shall establish the date for the conference.

(d) The Contractor shall include any associated costs for attendance at the conference in its offer.

G.4 WBR 1452.242-900 Government Administration Personnel--Bureau of Reclamation--Lower Colorado Region (Jul 1998)

The contracting office representative responsible for overall administration of this contract is:

Name and Address:	Kenneth A. Miller, Contracting Officer (LC-3130)		
	Bureau of Reclamation, Lower Colorado Regional Office P.O. Box 61470, Boulder City NV 89006-1470		
Phone No.:	(702) 293-8460	Fax No.:	(702) 293-8499
E-mail:	kmiller@lc.usbr.gov		

G.5 WBR 1452.242-901 Contractor's Administration Personnel--Bureau of Reclamation--Lower Colorado Region (Jul 1998)

The designated contractor official who will be in charge of overall administration of this contract is:

Name:			
Title:			
Address:			
City/State/Zip:			
Telephone No.:	()	FAX No.:	()
E-mail:			

G.6 WBR 1452.242-902 Contractor's Payment Personnel--Bureau of Reclamation--Lower Colorado Region (Nov 1996)

The designated Contractor official who may be contacted for bank account and/or payment information is:

Name:			
Title:			
Address:			
City/State/Zip:			
Telephone No.:	()	FAX No.:	()
E-mail:			

G.7 WBR 1452.243-80 Modification Proposals--Bureau of Reclamation (Feb 2000)
Alternate IV (Jul 1998)

(a) In submitting any proposal for a modification under this contract (including any proposal for an equitable adjustment resulting from a change under the Changes clause of this contract), the Contractor shall:

(1) Comply with the contract time limits for submission of a proposal or as specified by the Contracting Officer;

(2) Apply the contract cost principles and procedures in Part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract;

(3) Furnish a breakdown of all costs estimated to complete the work required by the modification (i.e., cost of added work, incurred cost of deleted work already performed, estimated cost of deleted work not yet performed, and net cost of the modification) to include all costs associated with materials (identified by item and quantity), equipment (identified by item, quantity and whether contractor-owned or rented), categories of direct labor, bond and insurance premium adjustments, subcontracts, overhead and other indirect costs, profit/fee, and any other pricing information requested by the Contracting Officer, in sufficient detail to permit a detailed analysis of fair and reasonable price and comply with the requirements of the Change Order Accounting and the Equipment Ownership and Operating Expense clauses of this contract;

(4) Furnish a written justification for any requested time extensions; and

(5) For any pricing adjustment expected to exceed \$500,000 (considering both increases and decreases) --

(i) Submit cost and pricing data using the format specified in Table 15-2 of FAR 15.408 unless the Contracting Officer agrees that an exception applies under the circumstances set forth in FAR 15.403-1;

(ii) Certify in substantially the format prescribed in FAR 15.406-2 that to the best of its knowledge and belief, the data are accurate, complete and current as of the date of agreement on the negotiated price of the modification; and

(iii) Comply with the requirements of either the Subcontractor Cost or Pricing Data clause or the the Subcontractor Cost or Pricing Data -- Modifications clause of this contract when the adjustment includes a subcontract modification involving a pricing adjustment expected to exceed \$500,000.

(b) Under the Changes clause of this contract, failure of the Contractor to timely assert its right for an adjustment or to submit a proposal for an adjustment by the date specified in the clause (or another date specified by the Contracting Officer) may result in a unilateral adjustment of the contract by the Contracting Officer pursuant to the Changes clause of this contract.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 52.211-6 Brand Name or Equal (Aug 1999) (Deviation)

(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must—

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by--

- (i) Brand name, if any; and
- (ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

(e) The information for an "equal" product required by paragraphs (b) and (c) to be submitted in the bid may be furnished after contract award for the products listed in the table below:

BRAND NAME SPECIFIED	
<p>Categories IE-1A1 and IE-1AT and IE-1A1 Coating Systems - Amerlock 400/400 cure and 450/450HS cure and weathering topcoat; as Manufactured By:</p> <p>Ameron P.O. Box 1020 Brea CA 92622-1020 (714) 529-1951</p>	<p>Categories IE-1C and IE-1CT Coating Systems - Tnemec, Series 69, Hi-Build Epoxoline II or Tnemec, Series 140, Pota-Pox Plus and Tnemec, Series 75, Enduro-Shield and weathering topcoat; as Manufactured By:</p> <p>Tnemec Company, Inc. P. O. Box 411749 Kansas City MO 64141 (816) 483-3400</p>
<p>Categories IE-1F and IE-1J and IE-1DT, IE-1F, and IE-1J Coating Systems - Bar-Rust 233H and 235 and weathering topcoat and Devthane 379, Aliphatic Urethane Gloss Enamel and weathering topcoats; as Manufactured By:</p> <p>Devoe Coatings 4000 Dupont Circle Louisville KY 40207 (502) 897-9861</p>	

H.2 WBR 1452.223-81 Safety and Health—Bureau of Reclamation (Jul 1998)

(a) The Contractor shall not require any laborer or mechanic employed in the performance of this contract (including subcontracts) to work under conditions which are unsanitary, hazardous, or dangerous to the employee's health or safety.

(b) In addition to the requirements of the Accident Prevention clause of this contract, the Contractor shall comply with the Bureau of Reclamation "Reclamation Safety and Health Standards" (RSHS) manual.

(c) (1) The safety and health standards as referenced in subparagraph (b)(2) of the Accident Prevention clause may be obtained from any regional or area office of the Occupational Safety and Health Administration, U.S. Department of Labor.

(2) The RSHS manual as referenced in subparagraph (b) above can be ordered from: The Government Printing Office, Superintendent of Documents, North Capitol and H St. N.W., MS-SSMC - Room 566, Washington, D.C. 20401 (Stock item GPO-024-003-00178-3).

(d) The Contractor shall submit a written proposed safety program in the form and time intervals prescribed in section 2 of the RSHS manual and amendments or revisions thereto in effect on the date of the solicitation.

(e) In addition to any other provisions in the contract, the Contractor shall comply with all safety and material data submittal requirements contained in the RSHS manual and revisions thereto.

(f) The Contractor shall maintain an accurate record of, and shall report to the Contracting Officer (or authorized representative) in the manner prescribed by the Contracting Officer, all cases of death, occupational diseases, or traumatic injury to employees or the public involved, and property damage in excess of \$2,500 occurring during performance of work under this contract.

(g) The rights and remedies of the Government provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

(h) In the event there is a conflict between the requirements contained in any of the safety documents referenced herein, the more stringent requirements shall prevail.

H.3 WBR 1452.223-900 Safety Data Submittal Requirements--Bureau of Reclamation--
Lower Colorado Region (Nov 1996)

(a) Within 20 calendar days from the date it receives notice of award, the Contractor shall submit the following safety data to the Contracting Officer:

(1) The Contractor's current overall Experience Modification Rate (EMR) for Workers' Compensation Insurance applicable to the type of work to be performed under the contract (e.g., tunneling, concrete dams, canals) and to the State in which the work is to be performed. In any instance where the State establishes mandatory Workers' Compensation Insurance rates that are applicable to work to be performed under the contract within that State, those rates shall be submitted in lieu of the Contractor's current overall EMR;

(2) A copy of each Log and Summary of Occupational Injuries and Illnesses (Department of Labor Form OSHA-200), or its equivalent, completed by the Contractor during the 3 calendar years immediately preceding the calendar year in which it receives notice of award; and

(3) The Contractor's death and lost workday severity incidence rate for each of the 3 calendar years immediately preceding the calendar year in which it receives notice of award.

(b) The Contractor shall report any change in its overall EMR for Workers' Compensation Insurance (or to the mandatory State Workers' Compensation Insurance rates, where applicable) to the Contracting Officer within 15 calendar days from the date it receives notice of such change from its insurance carrier or the State Workers' Compensation Fund.

(c) The Contractor shall complete a Department of Labor Form OSHA-200, or its equivalent, for the calendar year in which it receives notice of award and each calendar year thereafter, and submit it to the Contracting Officer by February 15 of the following calendar year.

(d) The Contractor shall calculate its death and lost workday severity incidence rate for the calendar year in which it receives notice of award and each calendar year thereafter, and submit it to the Contracting Officer by February 15 of the following calendar year.

H.4 WBR 1452.232-81 Payment for Mobilization and Preparatory Work—Bureau of Reclamation (May 2000)

(a) General. Payment for the Mobilization and Preparatory Work line item of the schedule will be made as reflected herein. To the extent that this line item exceeds the percentage of total contract pricing as estimated by the Contracting Officer in WBR 1452.236-85, Instruction for Mobilization and Preparatory Work Schedule Line Item, payment will be made as reflected in Section (d)(5) below. Reclamation will make payment to the Contractor in accordance with this clause for operations including, but not limited to, those necessary for --

(1) Movement of personnel, equipment, supplies, and incidentals to the project site;

(2) The establishment of offices, buildings, plants and other facilities, at the site (excludes temporary buildings (e.g. storage sheds, shops, offices) and utilities listed in the Operations and Storage Areas clause of this contract);

(3) Payment of premiums for project bonds and insurance; and

(4) Other work and operations which must be performed or costs incurred incident to the initiation of meaningful work at the site and for which the contract does not otherwise provide for payment.

(b) Facilities and equipment covered by mobilization work.

(1) All facilities, plant, and equipment which are established at, or brought to, the site shall be deemed to be subject to the provisions of this paragraph unless the Contracting Officer specifically provides other written authorization for a particular item or items.

(2) The Contractor shall be solely responsible for the adequacy, efficiency, use, protection, maintenance, repair, and preservation of all facilities, plant, and equipment on site.

(3) The facilities, plant, and equipment covered by this paragraph shall not be dismantled or removed from the site prior to completion of the work under the contract without the written authorization of the Contracting Officer.

(c) Termination for default. Should the Contractor be terminated for default as provided by the Default clause of this contract --

(1) All facilities, plant, and equipment on the site shall be subject to the Government's right to take possession of and utilize such items for the purpose of completing the work;

(2) The Contractor shall provide evidence of encumbrances, liens, or other security interests, to the Contracting Officer; and

(3) Any encumbrance, lien, or other security interest on such facilities, plant, or equipment shall be subordinated to the Government's rights under the Default clause of this contract to utilize all facilities, plant, and equipment to complete the work under the contract.

(d) Payment. Payment for mobilization and preparatory work under paragraph (a) of this clause shall be made at the contractor lump-sum price for this item as contained in the Schedule. Progress payments for mobilization and preparatory work shall be made as follows --

(1) In accordance with paragraph (g) of the Payments under Fixed Price Construction Contracts clause of this contract and upon submission of a proper invoice, the Government will reimburse the Contractor for the total amount of premiums paid for performance and payment bonds as required by the Performance and Payment Bond Requirements clause of this contract and for any insurance which is specified as payable by the Government under this contract.

(2) Except as provided in (d)(1) above, progress payments for mobilization and preparatory work shall not be considered a separate division of work for the purposes of progress payments and shall be subject to retainage before payment of the total amount for this contract line item.

(3) When progress payments totaling 5 percent of the total original contract amount have been made by the Government for all other work accomplished under the contract, the Government shall pay the Contractor 50 percent of the mobilization and preparatory work contract line item amount or 2.5 percent of the total original contract amount (whichever is the lower) exclusive of any payment already made to the Contractor for performance and payment bond premiums and specified insurance under subparagraph (d)(1) of this clause.

(4) When progress payments totaling 10 percent of the total original contract amount have been made by the Government for all other work accomplished under the contract, the balance of the amount for the mobilization and preparatory work contract line item or 2.5 percent of the total original contract amount (whichever is the lower) shall be paid to the contractor.

(5) If the contract amount for mobilization and preparatory work exceeds the total of the payments allowed under (3) and (4) above, the balance shall be paid when the contract work is substantially complete as determined by the Contracting Officer.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

(This section will be included with the contract document and forms a part of the contract requirements.)

I.1 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically via the Internet at this address: <http://www.arnet.gov/far>.

The following clauses are incorporated into this contract by reference:

52.202-1	Definitions (Oct 1995) Alternate I (Apr 1984)
52.203-3	Gratuities (Apr 1984)
52.203-5	Covenant Against Contingent Fees (Apr 1984)
52.203-7	Anti-Kickback Procedures (Jul 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Jun 1997)
52.204-4	Printing/Copying Double-Sided on Recycled Paper (Aug 2000)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jul 1995)
52.215-2	Audit and Records--Negotiation (Jun 1999)
52.215-8	Order of Precedence-Uniform Contract Format (Oct 1997)
52.215-10	Price Reduction for Defective Cost or Pricing Data (Oct 1997)
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications (Oct 1997)
52.215-12	Subcontractor Cost or Pricing Data (Oct 1997)
52.215-13	Subcontractor Cost or Pricing Data--Modifications (Oct 1997)
52.215-15	Pension Adjustments and Asset Reversions (Dec 1998)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Oct 1997)
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999)
52.219-8	Utilization of Small Business Concerns (Oct 2000)
52.219-9	Small Business Subcontracting Plan (Oct 2000) Alternate II (Oct 2000)
52.219-16	Liquidated Damages--Subcontracting Plan (Jan 1999)
52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 1999)
52.222-3	Convict Labor (Aug 1996)

52.222-4	Contract Work Hours and Safety Standards Act--Overtime Compensation (Sep 2000)
52.222-6	Davis-Bacon Act (Feb 1995)
52.222-7	Withholding of Funds (Feb 1988)
52.222-8	Payrolls and Basic Records (Feb 1988)
52.222-9	Apprentices and Trainees (Feb 1988)
52.222-10	Compliance with Copeland Act Requirements (Feb 1988)
52.222-11	Subcontracts (Labor Standards) (Feb 1988)
52.222-12	Contract Termination-Debarment (Feb 1988)
52.222-13	Compliance with Davis-Bacon and Related Act Regulations (Feb 1988)
52.222-14	Disputes Concerning Labor Standards (Feb 1988)
52.222-15	Certification of Eligibility (Feb 1988)
52.222-21	Prohibition of Segregated Facilities (Feb 1999)
52.222-26	Equal Opportunity (Feb 1999)
52.222-27	Affirmative Action Compliance Requirements for Construction (Feb 1999)
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Apr 1998) Alternate I (Apr 1984)
52.222-36	Affirmative Action for Workers with Disabilities (Jun 1998)
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (Jan 1999)
52.223-3	Hazardous Material Identification and Material Safety Data (Jan 1997) Alternate I (Jul 1995)
52.223-5	Pollution Prevention and Right-to-Know Information (Apr 1998)
52.223-6	Drug-Free Workplace (Jan 1997)
52.223-14	Toxic Chemical Release Reporting (Oct 2000)
52.227-1	Authorization and Consent (Jul 1995)
52.227-4	Patent Indemnity--Construction Contracts (Apr 1984)
52.228-2	Additional Bond Security (Oct 1997)
52.228-5	Insurance--Work on a Government Installation (Jan 1997)
52.228-11	Pledges of Assets (Feb 1992)
52.228-12	Prospective Subcontractor Requests for Bonds (Oct 1995)
52.228-14	Irrevocable Letter of Credit (Dec 1999)
52.228-15	Performance and Payment Bonds--Construction (Jul 2000)
52.229-3	Federal, State, and Local Taxes (Jan 1991)
52.229-5	Taxes--contracts Performed in U.S. Possessions or Puerto Rico (Apr 1984)
52.230-2	Cost Accounting Standards (Apr 1998)
52.230-3	Disclosure and Consistency of Cost Accounting Practices (Apr 1998)
52.230-6	Administration of Cost Accounting Standards (Nov 1999)
52.232-5	Payments under Fixed-Price Construction Contracts (May 1997)
52.232-17	Interest (June 1996)
52.232-23	Assignment of Claims (Jan 1986)

52.232-27	Prompt Payment for Construction Contracts (Jun 1997)
52.232-34	Payment by Electronic funds Transfer-Other Than Central Contractor Registration (May 1999)
52.233-1	Disputes (Dec 1998) Alternate I (Dec 1991)
52.233-3	Protest After Award (Aug 1996)
52.236-2	Differing Site Conditions (Apr 1984)
52.236-3	Site Investigation and Conditions Affecting the Work (Apr 1984)
52.236-5	Material and Workmanship (Apr 1984)
52.236-6	Superintendence by the Contractor (Apr 1984)
52.236-7	Permits and Responsibilities (Nov 1991)
52.236-8	Other Contracts (Apr 1984) (Deviation)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Apr 1984)
52.236-10	Operations and Storage Areas (Apr 1984)
52.236-11	Use and Possession Prior to Completion (Apr 1984)
52.236-12	Cleaning Up (Apr 1984)
52.236-13	Accident Prevention (Nov 1991) Alternate 1 (Nov 1991)
52.236-14	Availability and Use of Utility Services (Apr 1984)
52.236-15	Schedules for Construction Contracts (Apr 1984)
52.236-16	Quantity Surveys (Apr 1984) Alternate I (Apr 1984)
52.236-17	Layout of Work (Apr 1984)
52.236-21	Specifications and Drawings for Construction (Feb 1997) Alternate II (Apr 1984)
52.236-26	Preconstruction Conference (Feb 1995)
52.242-13	Bankruptcy (Jul 1995)
52.244-2	Subcontracts (Aug 1998)
52.245-1	Property Records (Apr 1984)
52.245-2	Government Property (Fixed-Price Contracts) (Dec 1989)
52.245-3	Identification of Government-Furnished Property (Apr 1984)
52.243-4	Changes (Aug 1987)
52.244-2	Subcontracts (Aug 1998)
52.246-21	Warranty of Construction (Mar 1994)
52.248-3	Value Engineering--Construction (Feb 2000) Alternate I (Apr 1984)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (Sep 1996) Alternate I (Sep 1996)
52.249-10	Default (Fixed-Price Construction) (Apr 1984)
52.253-1	Computer Generated Forms (Jan 1991)
1452.223-80	Asbestos--Free Warranty--Bureau of Reclamation (Oct 1992)
1452.232-81	Payment for Mobilization and Preparatory Work (Alt 1) (May 2000)

I.2 1452.203-70 Restriction on Endorsements--Department of the Interior (Jul 1996)

The Contractor shall not refer to contracts awarded by the Department of the Interior in commercial advertising, as defined in FAR 31.205-1, in a manner which states or implies that

the product or service provided is approved or endorsed by the Government, or is considered by the Government to be superior to other products or services. This restriction is intended to avoid the appearance of preference by the Government toward any product or service. The Contractor may request the Contracting Officer to make a determination as to the propriety of promotional material.

I.3 1452.204-70 Release of Claims--Department of the Interior (Jul 1996)

After completion of work and prior to final payment, the Contractor shall furnish the Contracting Officer with a release of claims against the United States relating to this contract. The Release of Claims form (DI-137) shall be used for this purpose. The form provides for exception of specified claims from operation of the release.

I.4 WBR 1452.214-910 Order of Precedence - Drawings--Bureau of Reclamation--Lower Colorado Region (Nov 1996)

(a) For the purposes of Order of Precedence, any drawings included with this solicitation shall be considered to supplement the specifications regardless of where they may appear. Any inconsistency between the drawings and the specifications shall be resolved by giving precedence to the specifications.

(b) Anything shown on the drawings and not mentioned in the specifications or called for in the specifications and not shown on the drawings, shall be furnished the same as if it were called for or shown in both.

I.5 1452.215-70 Examination of Records by the Department of the Interior (Apr 1984)
Deviation (Aug 1996)

For purposes of the Examination of Records by the Audit and Records – Negotiation (JUN 1999) clause of this contract (FAR 52.215-2), the Secretary of the Interior, the Inspector General, and their duly authorized representative(s) from the Department of the Interior shall have the same access and examination rights as the Comptroller General of the United States.

I.6 1452.228-70 Liability Insurance--Department of the Interior (Jul 1996)

(a) The Contractor shall procure and maintain during the term of this contract and any extension thereof liability insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The named insured parties under the policy shall be the Contractor and the United States of America. The amounts of the insurance shall be not less than as follows:

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY
\$100,000

GENERAL LIABILITY

\$500,000 per occurrence

AUTOMOBILE LIABILITY

\$200,000 each person

\$500,000 each occurrence

\$ 20,000 property damage

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The Contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

I.7 WBR 1452.228-84 Certification of Representatives for Corporate Sureties--Bureau of Reclamation (Sep 1996)

(a) Each surety company bond, that purports to have been executed by an agent or attorney-in-fact for the corporate surety, shall --

(1) be accompanied by a power of attorney to the signatory agent or attorney-in-fact; and

(2) the power of attorney or attorney-in-fact shall have been executed by the corporate surety upon a date prior to the date of the execution of the bond; or

(3) be accompanied by a certification of the sureties to the effect that the power of attorney was in full force and effect upon the date of the bond.

I.8 WBR 1452.223-82 Protecting Federal Employees and the Public from Exposure to Tobacco Smoke in the Federal Workplace--Bureau of Reclamation (Oct 1998)

(a) In performing work under this contract, the contractor shall comply with the requirements of Executive Order 13058, dated August 9, 1997, which prohibits the smoking of tobacco products in all interior space owned, rented, or leased by the executive branch of the Federal Government, and in any outdoor areas under executive branch control in front of air intake ducts.

(b) This restriction does not apply in designated smoking areas that are enclosed and exhausted directly to the outside and away from air intake ducts, and are maintained under negative pressure (with respect to surrounding spaces) sufficient to contain tobacco smoke within the designated area.

(c) Smoking may also be restricted at doorways and in courtyards under executive branch control in order to protect workers and visitors from environmental tobacco smoke.

I.9 52.225-9 Buy American Act--Balance of Payments Program--Construction Materials (Feb 2000)

(a) Definitions. As used in this clause--

"Component" means any article, material, or supply incorporated directly into construction materials.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

"Domestic construction material" means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

"Foreign construction material" means a construction material other than a domestic construction material.

“United States” means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: see paragraph I.8 clause 1452.225-70, Use of Foreign Construction Materials.

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;

(ii) The application of the restriction of the Buy American Act or Balance of Payments Program to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act or Balance of Payments Program.

(1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act or Balance of Payments Program applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act or Balance of Payments Program applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison				
	Construction material description	Unit of measure	Quantity	Price (dollars)*
Item 1	Foreign construction material			
	Domestic construction material			
Item 2	Foreign construction material			
	Domestic construction material			
* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).				

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

I.10 WBR 1452.228-84 Certification of Representatives for Corporate Sureties--Bureau of Reclamation (Sep 1996)

(a) Each surety company bond, that purports to have been executed by an agent or attorney-in-fact for the corporate surety, shall --

(1) be accompanied by a power of attorney to the signatory agent or attorney-in-fact; and

(2) the power of attorney or attorney-in-fact shall have been executed by the corporate surety upon a date prior to the date of the execution of the bond; or

(3) be accompanied by a certification of the sureties to the effect that the power of attorney was in full force and effect upon the date of the bond.

I.11 WBR 1452.231-81 Equipment Ownership and Operating Expense--Bureau of Reclamation (Jul 1998)

(a) Definitions. "Acquisition cost," as used in this clause means, the Contractor's original purchase price (including sales tax less salvage value) of an item of equipment including any and all accessories and expendable components required for utilization the item of equipment. For used equipment which is reconditioned and recapitalized, "acquisition cost" shall mean the adjusted amount resulting from the recapitalized value of the equipment as determined from the Contractor's accounting records.

"Equipment," as used in this clause, means equipment in sound workable condition at the construction work site, either owned or controlled by the Contractor or its subcontractors at any tier, or obtained from a commercial rental source, and furnished for use under this contract.

"Ownership cost," as used in this clause, means allowances for construction equipment depreciation and cost of facilities capital.

"Operating cost," as used in this clause, means the cost of operating equipment such as operating crew labor, servicing labor and equipment, labor and parts for all repairs and maintenance, fuel, oil, grease, supplies, tire wear and repair.

(b) Policy. (1) Equitable adjustments made in the price of this contract pursuant to the Changes, Differing Site Condition, Suspension of Work, or other clause of the contract, may include allowable ownership and operating costs for equipment. In accordance with FAR 31.105(d), allowable ownership and operating costs for each piece of equipment, or groups of similar serial or series equipment, shall be determined using actual cost data when such data are available from the Contractor's accounting records. When actual costs cannot be so determined or when

actual cost data for a specific element of operating cost do not contain costs for individual pieces or types of equipment, the procedures in paragraph (d) of this clause shall be used to determine allowable costs (provided, in the case of operating costs, that the costs are reconciled to the Contractor's total cost for that operating element). For fully depreciated equipment, the procedures in paragraph (e) of this clause shall be used to determine allowable costs.

(c) Required data. In any request made for an equitable adjustment, the Contractor shall furnish to the Contracting Officer --

(1) A complete description of each item of equipment (including all accessory equipment attached thereto) to be used in connection with the work to be performed listing the date of manufacture, date of acquisition, make, model, size, capacity, mounting, and type of power;

(2) Evidence of the acquisition cost of new or used equipment to be used including all available current and historical supporting cost data. If evidence of acquisition cost is not provided by the Contractor or if the data provided are unacceptable to the Contracting Officer, the Contracting Officer may determine the acquisition cost by other appropriate means.

(d) Use of the predetermined rate schedule.

(1) When the Contracting Officer determines that allowable ownership and operating costs cannot be determined from the Contractor's accounting records, the U.S. Army Corps of Engineers pamphlet entitled "Construction Equipment Ownership and Operating Expense Schedule" (Schedule) for the State in which the construction site is located shall be used to calculate ownership and operating rates. Copies of the Schedules can be obtained, free of charge, from the U.S. Army Corps of Engineers, Publications Depot, 2803 52nd Avenue, Hyattsville, MD 20781-1102.

(2) For the purpose of determination of the hourly rates to be applied under this contract, working conditions shall be considered average, unless otherwise determined by the Contracting Officer.

(3) Rates for equipment not listed in the Schedule shall be calculated using the formulas in the Schedule. Alternatively, the Contracting Officer may determine to use rates in the Schedule for equipment comparable to the unlisted equipment, including horsepower and auxiliary features.

(e) Fully depreciated equipment. No depreciation or rental cost shall be allowed on equipment fully depreciated by the Contractor or by any division, subsidiary, parent company, or affiliate under common control. However, a reasonable rate for using fully depreciated equipment may be allowed by the Contracting Officer. Unless otherwise determined by the Contracting Officer, such hourly rate shall not exceed a value computed by multiplying the depreciation rate for the equipment (as shown in the Schedule table entitled "Construction Equipment Ownership and Operating Expense") by the economic index for the year of equipment manufacture (as shown in the Schedule table entitled "Economic Indexes for Construction Equipment"), divided by the

economic index correspondingly with the year the Schedule is published. The year used for the basis of the rates in the Schedule is indicated in the table entitled "Equipment Age Adjustment Factors for Ownership Costs." Idle or standby time will not be paid for fully depreciated equipment.

(f) Idle or standby time. Equipment ownership costs for idle or standby time of equipment not fully depreciated shall be determined as follows:

(1) The allowable rate shall be made at 50 percent of the hourly rate for ownership costs if actual cost data are used. The maximum hours per week allowed shall not exceed 40 hours or the amount of hours regularly worked by the Contractor, whichever is less. No allowance shall be made for Saturdays, Sundays, or holidays, when work is not actually performed.

(2) If actual cost data cannot be determined, the rate shall be computed in accordance with the Schedule.

(3) No costs shall be allowed for time when the equipment would have been otherwise idle or was not in good operating condition.

(4) Periods of time less than 2 hours on which equipment is down for normal and regular ser-vice and for minor field repair or field maintenance shall be considered by the Contractor to be operating time rather than idle or standby time and such periods shall not be deducted from use or operating time.

(5) No costs are allowable for fully depreciated equipment.

(g) Rental. Allowable costs for renting or leasing of equipment shall be determined in accordance with FAR 31.105(d)(2)(ii) and 31.205-36.

I.12 WBR 1452.232-80 Limitation of Funds (Fixed-Price Contract) – Bureau of Reclamation (May 2000)

(a) Pursuant to Section 12 of the Reclamation Project Act of 1939 (43 U.S.C. 388) incremental funding for this contract will be made available in accordance with this clause. This statute permits the Secretary of the Interior to enter into contracts which will cover such periods as the Secretary may consider necessary but in which liability of the United States shall be contingent upon appropriations being made therefor. For purposes of this clause, the term "appropriations" includes the Bureau of Reclamation's subsequent allocation of funds for this contract.

(b) Incremental funding in the amount of \$700,000 is presently available for payment and allotted under this contract for painting damaged surface areas of regulating gates in the sequence specified in Section C. This present funding allotment is contemplated to cover the work to be performed until September 30, 2001. A schedule for anticipated future funding allotments is as follows. This information is for planning purposes only and may not be fully representative of the funds actually allotted under this contract [Insert percentage of total

contract amount anticipated to be funded for each period when the clause is used in a solicitation; insert anticipated funding amounts for each period when clause is inserted in the contract]:

FISCAL YEAR	FUNDING AMOUNT
On award of contract	\$700,000
2002	Remaining Balance of Contract Award

(c) For work identified in paragraph (b) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of specified work for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor shall not be obligated to continue performance of this work beyond that point. The Government shall not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for this work notwithstanding any contrary provisions of the Termination for Convenience of the Government clause of this contract.

(d) Notwithstanding the date specified in paragraph (b) of this clause, the Contractor shall notify the Contracting Officer in writing at least sixty days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 75 percent of the total amount then allotted to the contract for performance of work identified in paragraph (b) of this clause. The notification shall state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of the work up to the next scheduled date for allotment of funds identified in paragraph (b) of this clause, or to a mutually agreed upon substitute date. The notification shall also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of work funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (b) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer shall terminate any work for which additional funds have not been allotted, pursuant to the Termination for Convenience of the Government clause of this contract.

(e) When additional funds are allotted for continued performance of the work identified in paragraph (b) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (c) through (e) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly through revision of paragraph (b) of this clause. The Contracting Officer is the only person authorized to provide notice, communication, or other form of representation to increase or decrease the amount of funds allotted by the Government to this contract.

(f) If, solely by reason of failure of the Government to allot additional funds in amounts sufficient for timely performance of the work identified in paragraph (b) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of work, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder shall be a dispute concerning a question of fact within the meaning of the Disputes clause of this contract.

(g) The Government may at any time prior to termination allot additional funds for the performance of the work identified in paragraph (b) of this clause.

(h) The termination provisions of this clause do not limit the rights of the Government under the Default clause of this contract. The provisions of this clause are limited to the work and allotment of funds as set forth in paragraph (b) of this clause. This clause is inapplicable once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (e) or (f) of this clause.

(i) Change orders shall not be considered authorization to exceed the amount allotted by the Government as specified in paragraph (b) of this clause unless the amount is increased by inclusion of a statement contained in the change order.

(j) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

I.13 WBR 1452.233-81 Claims Accounting–Bureau of Reclamation (Jul 1993)

The Contractor shall maintain separate accounting records substantially the same as prescribed under the Change Order Accounting Clause at FAR 52.243-6 on any claim for adjustment of contract price that may exceed \$50,000 under this contract.

I.14 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

I.15 52.215-19 Notification of Ownership Changes (Oct 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, which could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall: (1) maintain current, accurate, and complete inventory records of assets and their costs; (2) provide the ACO or designated representative ready access to the records upon request; (3) ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and (4) retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract which meet the applicability requirement of FAR 15.408(k).

I.16 52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) If (1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and (2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include:

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. for items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practical after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

I.17 52.227-1 Authorization and Consent (Jul 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified small purchase threshold; however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

I.18 52.228-11 Pledges of Assets (Feb 1992)

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond--

- (1) Pledge of assets; and
- (2) Standard Form 28, Affidavit of Individual Surety,

(b) Pledges of assets from each person acting as an individual surety shall be in the form of--

(1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;

(2) A recorded lien on real estate. The offeror will be required to provide--

(i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owners; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

(ii) Evidence of the amount due under any encumbrance shown in the evidence of title;

(iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

I.19 52.236-1 Performance of Work by the Contractor (Apr 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least fifty (50%) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

I.20 52.236-8 Other Contracts (Apr 1984) (Deviation)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

I.21 52.236-21 Specifications and Drawings for Construction (Feb1997) Alternate II
(Apr 1984)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown", "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place", that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor. Upon completing the work under this contract, the Contractor shall furnish two (2) sets of prints of all shop drawings as finally approved. These drawings shall show changes and revisions made up to the time the equipment is completed and accepted.

I.22 52.244-2 Subcontracts (Aug 1998)

(a) Definitions. As used in this clause--

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404- 4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

I.23 52.244-6 Subcontracts for Commercial Items and Commercial Components (Oct 1998)

(a) Definition

Commercial item, as used in this clause, has the meaning contained in the clause at 52.202-1, definitions.

Subcontract, as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.24 52.252-6 Authorized Deviations in Clauses (Apr 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation of any Department of Interior Acquisition Regulation (48 CFR Chapter 14) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I.25 WBR 1452.232-905 Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (Feb 2001)

Regarding paragraph (b)(1) of clause 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration, the Contractor shall provide EFT information no later than 15 days prior to submission of the first request for payment.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

- J.1 WBR 1452.215-904 Applicability of Documents--Bureau of Reclamation--Lower Colorado Region (Nov 1996)

The documents, exhibits, and other attachments which are identified in this Section J, apply to and are a part of this contract. In the event that any document is missing in whole or in part from this document when received, the Contracting Officer shall be notified immediately.

- J.2 WBR 1452.215-905 List of Contract Documents--Bureau of Reclamation--Lower Colorado Region (Nov 1996)

Attachment No.	Title	No. of Pages
1	Department of Labor Wage Rate (La Paz County, AZ)	4
2	Department of Labor Wage Rate (San Bernardino County, CA)	20
3	Release of Claims form (DI-137)	1
4	Drawings	32
5	Operating Information Manual for Floating Bulkhead Gate	18
6	Lab Results From Existing Paint Samples	2
7	Historic Description of Removing Lower Arizona Side Roller Train	1
8	General Information on Main Gates, Parker Dam	6

U.S. DEPARTMENT OF LABOR
WAGE RATE DETERMINATION:

<LA PAZ COUNTY, ARIZONA>

(See file online: www.lc.usbr.gov/~g3100/wages/az000005m0.txt)

U.S. DEPARTMENT OF LABOR
WAGE RATE DETERMINATION:

<SAN BERNARDINO COUNTY, CALIFORNIA>

(See file online: www.lc.usbr.gov/~g3100/wages/ca000037m0.txt)

01-SP-30-0020

Attachment No. 3

RELEASE OF CLAIMS FORM (DI-137)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
(Bureau or Office)

Contract Number

Date

RELEASE OF CLAIMS

WHEREAS, by the terms of the above-identified contract for

entered into by the United States of America, hereinafter also referred to as the United States, and the contractor

it is provided that after completion of all work, and prior to final payment, the contractor will furnish the United States with a release of all claims;

NOW, THEREFORE, in consideration of the above premises and the payment by the United States to the contractor of the amount now due under the contract, to wit, the sum of

dollars

(\$), the contractor hereby remises, releases, and forever discharges the United States, its officers, agents, and employees, of and from all manner of debts, dues, liabilities, obligations, accounts, claims, and demands whatsoever, in law and equity, under or by virtue of the said contract except:

IN WITNESS WHEREOF, the contractor has executed this release this day of , 20

(Contractor)

(Street Number of R.F.D.)

(City)

(State)

(Zip Code)

By

(Signature)

(Name -- Type or Print)

(Title)

COMPLETE ONLY IF CONTRACTOR IS A CORPORATION

I, CERTIFY That I am the , who
of the corporation named as contractor herein; that
signed this release on behalf of the corporation, was then of said corporation; and
that said release was duly signed for and on behalf of said corporation by authority of its governing body.

[Seal]

(Signature)

DRAWINGS

(see Volume 2)

(Note: **Drawings are not available online.**
Please contact the issuing office at (702) 293-8779
to request hard copies be mailed to you.)

OPERATING INFORMATION MANUAL FOR FLOATING BULKHEAD GATE

(Note: **Information manual is not available online.**
Please contact the issuing office at (702) 293-8779
to request a hard copy be mailed to you.)

LAB RESULTS FROM EXISTING PAINT SAMPLES

(Note: **Lab Results are not available online.**
Please contact the issuing office at (702) 293-8779
to request hard copies be mailed to you.)

HISTORIC DESCRIPTION
OF
LOWER ARIZONA SIDE ROLLER TRAIN
FROM GATE NO. 3

(Note: **Description is not available online.**
Please contact the issuing office at (702) 293-8779
to request a hard copy be mailed to you.)

GENERAL INFORMATION ON MAIN GATES, PARKER DAM

(Note: **General information documents are not available online.**

Please contact the issuing office at (702) 293-8779
to request hard copies be mailed to you.)

PART IV - REPRESENTATIONS AND INSTRUCTIONS

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENT OF OFFERORS**

(This section will be removed from the contract document)

K.1 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically via the Internet at this address:

<http://www.arnet.gov/far>.

The following provisions are incorporated into this solicitation by reference:

- | | |
|-----------|--|
| 52.203-11 | Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Apr 1991) |
| 52.204-5 | Women-Owned Business (Other Than Small Business) (May 1999) |

K.2 52.203-2 Certificate of Independent Price Determination (Apr 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the method of factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization].

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.3 52.204-3 Taxpayer Identification (Oct 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the

TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

- " TIN: _____
- " TIN has been applied for.
- " TIN is not required because:
- " Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- " Offeror is an agency or instrumentality of a foreign government;
- " Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- " Sole proprietorship;
- " Partnership;
- " Corporate entity (not tax-exempt);
- " Corporate entity (tax-exempt);
- " Government entity (Federal, State, or local);
- " Foreign government;
- " International organization per 26 CFR 1.6049-4;
- " Other _____

(f) Common parent.

- " Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- " Name and TIN of common parent:
- Name _____
- TIN _____

K.4 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Mar 1996)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state,

or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.5 WBR 1452.209-900 Bidder Responsibility Data--Bureau of Reclamation--Lower Colorado Region (Nov 1996)

(a) To assist the Contracting Officer in making an affirmative determination of responsibility pursuant to Federal Acquisition Regulation, Part 9, each bidder shall provide a list of all Government and commercial contracts performed during the past year. If additional space is required, the list may be continued on a plain piece of paper which shall be properly identified and attached to the bid submittal documents.

CUSTOMER	CONTACT POINT & PHONE NUMBER	CONTRACT NUMBER	CONTRACT AMOUNT	EST/ACTUAL COMPLETION DATE

K.6 52.219-1 Small Business Program Representations (Mar 2001) Alternate 1 (Oct 2000)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 235210 (Painting and Wall Covering).

(2) The small business size standard is \$11.5 million average annual receipts for an offeror's preceding 3 fiscal years.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) *(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)* The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)* The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(6) *(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)* The offeror represents, as part of its offer that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It is, it is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions.

“Service-disabled veteran-owned small business concern”--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16).

“Small business concern,” as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined in 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern,” as used in this provision, means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or woman-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.7 52.219-22 Small Disadvantaged Business Status (Oct 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [] For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.8 52.222-22 Previous Contracts and Compliance Reports (Feb 1999)

The offeror represents that--

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ☐ has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.9 52.223-13 Certification of Toxic Chemical Release Reporting (Oct 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

[] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

[] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in Section 19.102 of the Federal Acquisition Regulation; or

[] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.10 1452.225-70 Use of Foreign Construction Materials—Department of the Interior (Jul 1996)

(a) The Government has determined that the Buy American Act is not applicable to the following construction materials because they are not mined, produced, or manufactured in the U.S. in sufficient quantities of a satisfactory quality:

Acetylene, black	Copra
Agar, bulk	Cork, wood or bark and waste
Anise	Cover glass, microscope slide
Antimony, as metal or oxide	Crane rail (85-pound per foot)
Asbestos, amosite, chrysotile, and crocidolite	Cryolite, natural
Bananas	Dammar gum
Bauxite	Diamonds, industrial, stones and abrasives
Beef, corned, canned	Emetine, bulk
Beef extract	Ergot, crude
Bephenium hydroxynapthoate	Erythrityl tetranitrate
Bismuth	Fair linen, altar
Books, trade, text, technical, or scientific; newspapers; pamphlets; magazines; periodicals; printed briefs and films; not printed in the United States and for which domestic editions are not available	Fibers of the following types: abaca, abace, agave, coir, flax, jute, jute burlaps, palmyra, and sisal
Brazil nuts, unroasted	Goat and kidskins
Cadmium, ores and flue dust	Graphite, natural, crystalline, crucible grade
Calcium cyanamide	Hand file sets (Swiss pattern)
Capers	Handsewing needles
Cashew nuts	Hemp yarn
Castor beans and castor oil	Hog bristles for brushes
Chalk, English	Hyoscine, bulk
Chestnuts	Ipecac, root
Chicle	Iodine, crude
Chrome ore or chromite	Kaurigum
Cinchona bark	Lac
Cobalt, in cathodes, rondelles, or other primary ore and metal forms	Leather, sheepskin, hair type
Cocoa beans	Lavender oil
Coconut and coconut meat, unsweetened, in shredded, desiccated, or similarly prepared form	Manganese
Coffee, raw or green bean	Menthol, natural bulk
Colchicine alkaloid, raw	Mica
	Microprocessor chips (brought onto a Government construction site as separate units for incorporation into building systems during construction or repair and alteration of real property)

Nickel, primary, in ingots, pigs, shots, cathodes, or similar forms; nickel oxide and nickel salts
 Nitroguanidine (also known as picrite)
 Nux vomica, crude
 Oiticica oil
 Olive oil
 Olives (green), pitted or unpitted, or stuffed, in bulk
 Opium, crude
 Oranges, mandarin, canned
 Petroleum, crude oil, unfinished oils, and finished products
 Pine needle oil
 Platinum and related group metals, refined, as sponge, powder, ingots, or cast bars
 Pyrethrum flowers
 Quartz crystals
 Quebracho
 Quinidine
 Quinine
 Rabbit fur felt
 Radium salts, source and special nuclear materials
 Rosettes
 Rubber, crude and latex
 Rutile
 Santonin, crude
 Secretin
 Shellac
 Silk, raw and unmanufactured
 Spare and replacement parts for equipment of foreign manufacture, and for which domestic parts are not available
 Spices and herbs, in bulk
 Sugars, raw
 Swords and scabbards
 Talc, block, steatite
 Tantalum
 Tapioca flour and cassava
 Tartar, crude; tartaric acid and cream of tartar in bulk
 Tea in bulk
 Thread, metallic (gold)
 Thyme oil
 Tin in bars, blocks, and pigs
 Triprolidine hydrochloride
 Tungsten
 Vanilla beans
 Venom, cobra
 Wax, carnauba
 Wire glass
 Woods; logs, veneer, and lumber of the following species: Alaskan yellow cedar, angelique, balsa, ekki, greenheart, lignum vitae, mahogany, and teak Yarn, 50 Denier rayon

(b) Offers based on the use of foreign construction materials other than those listed in (a) above may be acceptable if the Government determines that U.S. construction material is not available, would be impracticable or constitute an unreasonable price. Please contact the Contracting Officer with questions or comments concerning non-availability or impracticability of U.S. material.

(c) (1) Offers based upon use of foreign construction material for cost savings will be considered reasonable if the cost of each foreign construction material, plus 6 percent, is less than the cost of comparable U.S. construction material. The Contracting Officer shall compute the cost of each foreign construction material to include all delivery costs to the construction site, and any applicable duty (whether or not a duty-free entry certificate is issued). This evaluation shall be made for each foreign construction material included in the offer but not listed in subparagraph (a) above in this clause.

(2) Any contractor cost savings from post award approval to substitute foreign construction material for U.S. construction material shall be passed on to the Government.

(d) (1) This offer is based on the use of foreign construction material not listed in (a) above. For each foreign item proposed the offeror shall furnish the following information for the foreign material offered: item description, supplier, unit of measure, quantity, unit price, duty (even if a duty free certificate is issued), delivery costs, and total price and shall also identify information on a U.S. item comparable to the foreign item including: supplier, unit of measure, quantity, unit price, delivery costs and total price.

(2) If the Government rejects the use of foreign construction material listed under paragraph (d)(1) above, the Government will evaluate the Contractor's offer using the offeror's stated price for the comparable U.S. construction material, and the offeror shall be required to furnish such domestic construction material at the Contractor's originally offered price. In preaward situations, an offer which does not state a price for a comparable U.S. construction material will be rejected by the Government. In postaward situations an offer proposing foreign material which does not state the price for the comparable U.S. construction material will be rejected by the Government. The Contractor shall use comparable U.S. material for the project and any additional cost for the use of this U.S. material shall be absorbed by the Contractor.

K.11 WBR 1452.225-903 Offers Based on Foreign Construction Materials--Bureau of Reclamation--Lower Colorado Region (Nov 1996)

(a) Any offer based on the use of one or more foreign construction materials shall include data, in the format listed in paragraph (b) below, clearly demonstrating that the cost of each foreign construction material, plus 6 percent, is less than the cost of each comparable domestic construction material. The cost of construction material shall be computed by including all delivery costs of the construction material, and any applicable duty whether or not a duty-free entry certificate may be issued.

(b) For evaluation purposes under paragraph (a) above, the following information shall be included in the offer for the use of one or more foreign construction materials:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS COST COMPARISON

Construction Material Description	Unit	Quantity	Cost including all delivery costs to construction site ¹ (dollars)
Item 1. (a) Foreign Construction Material:			\$ _____
(b) Comparable domestic construction material:			\$ _____
Item 2. (a) Foreign construction material:			\$ _____
(b) Comparable domestic construction material: ²			\$ _____

Include applicable duty for foreign material.

² If additional materials are offered, continue on a separate page containing the same format.

K.12 52.230-1 Cost Accounting Standards Notices and Certification (Jun 2000)

NOTE: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

NOTE: If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror

may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a review certificate to the Contracting Officer, in the form specified under subparagraphs (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

- ☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such

status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES ☐ NO

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS
(This section will be removed from the contract document)

L.1 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically via the Internet at this address:

<http://www.arnet.gov/far>.

The following clauses/provisions are incorporated into this contract/solicitation by reference:

52.204-6	Data Universal Numbering System (DUNS) Number (Jun 1999)
52.214-34	Submission of Offers in the English Language (Apr 1991)
52.214-35	Submission of Offers in U.S. Currency (Apr 1991)
52.215-1	Instructions to Offerors--Competitive Acquisition (Feb 2000)
52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (Feb 1999)
52.236-28	Preparation of Proposals-Construction (Oct 1997)
WBR 1452.211-80	Notice of Intent to Acquire Metric Products and Services--Bureau of Reclamation (Mar 1993)

L.2 52.211-1 Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29 (Aug 1998)

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service
Specifications Section, Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407
Tel. 202-619-8925
Facsimile 202-619-8978
Internet: <http://pub.fss.gsa.gov/pub/fed-specs.html>

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by

submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

L.3 52.211-3 Availability of Specifications Not Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions (Jun 1988)

(a) Information on standards which are identified in the specifications by dual acronyms, for example, ANSI/ASTM, indicating the American National Standards Institute and sponsorship by the American Society for Testing Materials or other sponsoring organization, may be obtained from the appropriate sponsoring organization.

(b) For various manuals and standard specifications printed, reprinted, or published while the Bureau of Reclamation was officially named Water and Power Resources Service. All references to Water and Power Resources Service or any form derivative thereof herein shall be considered synonymous with the Bureau of Reclamation. The address in (c) below may also be used to order the various manuals and standard specifications printed, reprinted, or published while the Bureau of Reclamation was officially named the Water and Power Resources Service.

(c) The specifications cited in this solicitation may be obtained from one or more of the addresses listed below.

ACRONYM	TITLE	ADDRESS	PHONE NOS.
ANSI	American National Standards Institute	11 West 42nd Street New York NY 10036 www.ansi.org	(212) 642-4900 Fax: (212) 398-0023
ASTM	American Society for Testing and Materials	100 Barr Harbor Drive West Conshohocken PA 19428-2959 www.astm.org	(610) 832-9585 Fax: (610) 832-9555
NACE	National Association of Corrosion Engineers	1440 South Creek Drive Houston TX 77084	(281) 228-6200 Fax: (281) 228-6329
SSPC	The Society for Protective Coatings	40 24th Street, 6th Floor Pittsburgh PA 15222-4656 www.sspc.org	(412) 281-2331 Fax: (412) 281-9992
	Bureau of Reclamation ¹	P.O. Box 25007, Attn: D-8170 Denver CO 80225	303-445-3082

¹ Reclamation Standard Specifications

(d) Copies of many of the Federal Specifications and Standards may be examined at the office of the Bureau of Reclamation, Denver Office, Building 67, Denver Federal Center, West 6th Avenue and Kipling Street, Denver, Colorado.

OTHER RECLAMATION PUBLICATIONS - Reclamation manuals and significant scientific, technical, and engineering works are available from the National Technical Information Service (NTIS). United States Department of Commerce, National Technical Information Service 5285 Port Royal Road, Springfield VA 22161. Telephone: (703) 487-4650 or 1-800-553-6847

Department of the Army, U.S. Army Corps of Engineers Publications Depot, 2803 52nd Avenue, Hyattsville MD 20781-1102. Tel: 301/436-2063

Department of Commerce, Standards Management Program, Office of Standards Services, National Institute for Standards and Technology, Gaithersburg MD 20899. Tel: 301/975-4025

Defense Printing Service Detachment Office, Building 4, Section D, 700 Robins Avenue, Philadelphia PA 19111-5094. Tel: 215/697-2179

Department of Transportation, Superintendent of Documents, U.S. Government Printing Office, Washington D.C. 20402-9371. Tel: 202/783-3238

NBS - National Bureau of Standards, National Technical Information Service, 5285 Port Royal Road, Springfield VA 22161. Tel: 703/487-4650

L.4 1452.215-71 Use And Disclosure of Proposal Information--Department of the Interior (Apr 1984)

(a) Definitions. For the purposes of this provision and the Freedom of Information Act (5 U.S.C. 552), the following terms shall have the meaning set forth below:

(1) "Trade Secret" means an unpatented, secret, commercially valuable plan, appliance, formula, or process, which is used for making, preparing, compounding, treating or processing articles or materials which are trade commodities.

(2) "Confidential commercial or financial information" means any business information (other than trade secrets) which is exempt from the mandatory disclosure requirement of the Freedom of Information Act, 5 U.S.C. 552. Exemptions from mandatory disclosure which may be applicable to business information contained in proposals include exemption (4), which covers "commercial and financial information obtained from a person and privileged or confidential," and exemption (9), which covers "geological and geophysical information, including maps, concerning wells."

(b) If the offeror, or its subcontractor(s), believes that the proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, (5 U.S.C. 552), the cover page of each copy of the proposal shall be marked with the following legend:

"The information specifically identified on pages _____ of this proposal constitutes trade secrets or confidential commercial and financial information which the offeror believes to be

exempt from disclosure under the Freedom of Information Act. The offeror requests that this information not be disclosed to the public, except as may be required by law. The offeror also requests that this information not be used in whole or part by the Government for any purpose other than to evaluate the proposal, except that if a contract is awarded to the offeror as a result of or in connection with the submission of the proposal, the Government shall have the right to use the information to the extent provided in the contract."

(c) The offeror shall also specifically identify trade secret information and confidential commercial and financial information on the pages of the proposal on which it appears and shall mark each such page with the following legend:

"This page contains trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act and which is subject to the legend contained on the cover page of this proposal."

(d) Information in a proposal identified by an offeror as trade secret information or confidential commercial and financial information shall be used by the Government only for the purpose of evaluating the proposal, except that (i) if a contract is awarded to the offeror as a result of or in connection with submission of the proposal, the Government shall have the right to use the information as provided in the contract, and (ii) if the same information is obtained from another source without restriction it may be used without restriction.

(e) If a request under the Freedom of Information Act seeks access to information in a proposal identified as trade secret information or confidential commercial and financial information, full consideration will be given to the offeror's view that the information constitutes trade secrets or confidential commercial or financial information. The offeror will also be promptly notified of the request and given an opportunity to provide additional evidence and argument in support of its position, unless administratively unfeasible to do so. If it is determined that information claimed by the offeror to be trade secret information or confidential commercial or financial information is not exempt from disclosure under the Freedom of Information Act, the offeror will be notified of this determination prior to disclosure of the information.

(f) The Government assumes no liability for the disclosure or use of information contained in a proposal if not marked in accordance with paragraphs (b) and (c) of this provision. If a request under the Freedom of Information Act is made for information in a proposal not marked in accordance with paragraphs (b) and (c) of this provision, the offeror concerned shall be promptly notified of the request and given an opportunity to provide its position to the Government. However, failure of an offeror to mark information contained in a proposal as trade secret information or confidential commercial or financial information will be treated by the Government as evidence that the information is not exempt from disclosure under the Freedom of Information Act, absent a showing that the failure to mark was due to unusual or extenuating circumstances, such as a showing that the offeror had intended to mark, but that markings were omitted from the offeror's proposal due to clerical error.

L.5 WBR 1452.215-80 Source Evaluation and Selection Procedures–Bureau of Reclamation (Sep 2000)

The Government intends to evaluate proposals submitted under this solicitation and select a source for contract award without discussions (unless the contracting officer later determines discussions to be necessary) in accordance with FAR 52.215-1 Instructions to Offerors - Competitive Acquisition (Feb 2000). Source selection shall be in accordance with procedures contained in FAR Part 15, Department of the Interior Acquisition Regulation (DIAR) Part 1415 (48 CFR 1415) and Bureau of Reclamation Acquisition Regulation WBR Part 1415. These procedures are summarized as follows:

(a) Technical evaluation. A Technical Proposal Evaluation Committee has been established to objectively evaluate technical proposals in accordance with the Evaluation Factors for Award -- Bureau of Reclamation provision in Part IV, Section M of this solicitation. Technical proposals shall be submitted in accordance with the Technical Proposal Instructions -- Bureau of Reclamation provision in Part IV, Section L of this solicitation.

(b) Cost or price evaluation. An objective cost or price evaluation of contract pricing proposals will be made in accordance with the Evaluation Factors for Award provision in Part IV, Section M of this solicitation. Pricing proposals shall be submitted in accordance with the Contract Pricing Proposal Instructions -- Bureau of Reclamation provision in Part IV, Section L of this solicitation. Pursuant to FAR 15.404-1, cost or price evaluation will be used to determine cost/price reasonableness and the offeror's understanding of, and ability to perform, the prospective contract.

(c) Clarifications. Clarifications are limited exchanges, between the Government and offerors, that may occur when award without discussions is contemplated. If award will be made without conducting discussions, offerors may be given the opportunity to clarify certain aspects of proposals (e.g., the relevance of an offeror's past performance information and adverse past performance information to which the offeror has not previously had an opportunity to respond) or to resolve minor or clerical errors.

(d) Communications. Communications are exchanges, between the Government and offerors, after receipt of proposals, leading to establishment of the competitive range. Communications may be conducted to enhance Government understanding of proposals, allow reasonable interpretation of the proposal, or facilitate the Government's evaluation process. Such communications may not be used to cure proposal deficiencies or material omissions, materially alter the technical or cost elements of the proposal, and/or otherwise revise the proposal. Communications are for the purpose of addressing issues that must be explored to determine whether a proposal should be placed in the competitive range. They shall not provide an opportunity for the offeror to revise its proposal, but may address ambiguities in the proposal or other concerns and information relating to past performance.

(e) Competitive range. If discussions are to be conducted, the contracting officer shall establish the competitive range based on the ratings of each proposal against all evaluation

criteria. The competitive range shall comprise all the most highly rated proposals, unless the range is further reduced for purposes of efficiency. The contracting officer may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. The contracting officer may then limit the number of proposals in the range to the greatest number that will permit an efficient competition among the most highly rated proposals. If, after discussions have begun (see paragraph (g) below), an offeror originally in the competitive range is no longer considered to be among the most highly rated offerors being considered for award, that offeror may be eliminated from the range whether or not all material aspects of the proposal have been discussed, or whether or not the offeror has been afforded an opportunity to submit a proposal revision.

(f) Preaward debriefing of offerors. Offerors excluded from the competitive range or otherwise excluded from further consideration prior to the final source selection decision may request a debriefing before award. The process for requesting and conducting preaward debriefings may be found at FAR 15.505.

(g) Discussions. Discussions are exchanges between the Government and offerors, after establishment of the competitive range, that are undertaken with the intent of allowing the offeror to revise its proposal. These discussions may include bargaining, including persuasion, alteration of assumptions and positions, give-and-take, and may apply to price, schedule, technical requirements, type of contract, or other terms of a proposed contract. Discussions are tailored to each offeror's proposal, and shall be conducted by the contracting officer with each offeror within the competitive range. The primary objective of discussions is to maximize the Government's ability to obtain best value, based on the requirement and the evaluation factors set forth in the solicitation.

(h) Proposal revisions. The contracting officer may request or allow proposal revisions to clarify and document understandings reached during negotiations. At the conclusion of discussions, each offeror in the competitive range shall be given an opportunity to submit a final proposal revision. The contracting officer is required to establish a common cut-off date only for receipt of final proposal revisions. Requests for final proposal revisions shall advise offerors that the final proposal revisions shall be in writing and that the Government intends to make award without obtaining further revisions.

(i) Preaward survey. A Government survey activity may contact an offeror, or visit its facility, to obtain information for determining its financial resources and/or its technical capabilities to perform the work when available information is not sufficient for the Contracting Officer to make a determination regarding contractor responsibility as required by FAR Subpart 9.1. Current financial statements and other information required to make this determination shall be made available to the survey activity. Information provided shall be protected from release or disclosure outside the Government, except as provided in FAR Subpart 24.2, Freedom of Information Act.

(j) Organizational conflicts of interest. Award will not be made to an apparent successful offeror when an organizational conflict of interest is determined to exist and cannot be avoided or mitigated, unless the Contracting Officer determines that award is in the best interest of the United States and a waiver is obtained pursuant to DIAR 1409.503 (48 CFR 1409.503).

(k) Source selection decision. The source selection authority's (SSA) decision shall be based on a comparative assessment of proposals against all source selection criteria in the solicitation. While the SSA may use reports and criteria prepared by others, the source selection decision shall represent the SSA's independent judgment. The source selection decision shall be documented, and the documentation shall include the rationale for any business judgments and tradeoffs made or relied on by the SSA, including benefits associated with additional costs. Although the rationale for the selection decision must be documented, that documentation need not quantify the tradeoffs that led to the decision.

(l) Postaward notice. After contract award, unsuccessful offerors will be provided with written notice regarding contract award (including the information listed in FAR 15.503(b)) by the Contracting Officer. Offerors receiving prior notice of exclusion from the competitive range under paragraph (f) of this provision will not receive this notice.

(m) Postaward debriefing of offerors. An offeror shall be debriefed and furnished the basis for the source selection decision and contract award if its written request is received by the contracting officer within three days after the offeror receives notice of contract award. The process for requesting and conducting postaward debriefings may be found at FAR 15.506.

L.6 WBR 1452.215-81 General Proposal Instructions--Bureau of Reclamation (Jan 1998)

In addition to the requirements of the Instructions to Offerors--Competitive Acquisition provision of this solicitation, each offeror shall submit a proposal in accordance with the instructions contained in this provision.

(a) General contents. Each proposal shall:

- (1) Be specific and complete in every detail;
- (2) Conform to all solicitation provisions, clauses, or other requirements;
- (3) Be logically assembled, practical, legible, clear, concise, coherent; and indexed (cross-indexed, where appropriate); and
- (4) Contain appropriately numbered pages of each volume or part.

(b) Arrangement of Proposal. The proposal shall consist of three (3) physically separated volumes, individually entitled as stated below. The required number of copies for each volume are shown below:

Volume	Title	Copies Required
I	Executed Section A of the solicitation and Representations, Certifications, and Other Statements of Offerors	1
II	Technical Proposal	4
III	Pricing Proposal	1

(c) Separation of volumes. All copies of each proposal volume (i.e., all copies of Volume I) are to be packaged individually and clearly marked to identify contents. The exterior of each package containing proposals shall be marked with the solicitation number, and the time and date for receipt of proposals and the name and address of the offeror, in order to prevent mishandling.

(d) Representations, certifications, and other offeror statements (Volume I). Volume I shall incorporate the other Volumes by reference, but shall not physically include them. It shall consist of:

(1) A fully executed Solicitation, Offer, and Award form required by Part I, Section A of this solicitation. It shall be used as the cover sheet (or first page) of each copy of Volume I;

(2) Fully executed and completed offeror representations, certifications, and acknowledgments required by Part IV, Section K of this solicitation;

(3) Additional information required by the solicitation to be furnished by the offeror which is not required to be obtained in another volume of the proposal;

(4) Make or Buy Program (if applicable); any waivers of any solicitation provisions or contract clauses; and

(6) A summary of any exemptions from, or deviations to, any other solicitation requirements.

(e) Technical Proposal (Volume II). See the requirements contained in the Technical Proposal Instructions--Bureau of Reclamation provision of the solicitation.

(f) Pricing Proposal (Volume III). See the requirements contained in the Pricing Proposal Instructions--Bureau of Reclamation provision of the solicitation. Offerors are hereby notified that even if cost or pricing data are not initially requested in this solicitation, the Contracting Officer reserves the right to request such data if they are later found necessary pursuant to FAR 15.403-5(a)(1).

L.7 WBR 1452.215-82 Technical Proposal Instructions--Bureau of Reclamation (Jan 1998)

(a) General. The technical proposal shall be identified as Volume II of the offeror's proposal and shall be an orderly, specific, and complete document in every detail. It should be presented in a manner which allows it to "stand alone" without the need to reference other documents. It should convincingly describe the capability of the offeror's organization to participate in this project and effectively demonstrate a thorough understanding of the work statement contained in Part I, Section C of this solicitation. The proposal shall be organized and written so that it can be easily read and meaningfully evaluated by Reclamation personnel from a variety of different functional and technical disciplines. It should be a coherent document free of internal inconsistencies as well as inconsistencies with other volumes of the proposal.

(b) Use and Disclosure of Proposal Information. In accordance with the Use and Disclosure of Proposal Information -- Department of the Interior provision of this solicitation, offerors shall mark trade secret or confidential commercial or financial information contained in the proposal with the restrictive legends specified. The offeror shall also clearly and separately mark all proprietary information (as defined in FAR 3.104-3) contained in the proposal with the restrictive legend "Proprietary Information."

(c) Format and Content. To assist in the uniform evaluation of proposals, the following format shall be utilized in preparing the technical proposal:

(1) Table of contents. The Table of Contents shall list all sections of the technical proposal. Any future amendments, additions and/or revisions to the proposal shall be included in an updated Table of Contents;

(2) Index. The index shall cross reference the work statement to the terms of the proposal and indicate how the proposal conforms to the evaluation factors contained in Part IV, Section M;

(3) Enclosures. The enclosures shall include a list of any tables, drawings, charts, and any other enclosures which summarize data or information;

(4) Technical approach proposed to accomplish the work statement. The discussion of the technical approach shall:

(i) Contain detailed explanations of proposed approaches to performing and accomplishing the work, including preliminary design and other information indicating configuration and functions of components as applicable, and a specific outline of the actual tasks proposed to be performed in order to complete the work. Repeating the work statement without elaborating on the specific tasks to be performed is unacceptable;

(ii) Contain a specific statement of any problems or major difficulties anticipated in performing or accomplishing the work, an evaluation of the various methods considered for

resolution of the problems/difficulties, substantiation of the method(s) selected, principles or techniques which are proposed to solve the problem, and the degree of success expected;

(iii) Include specific statements of any interpretations, deviations, and exceptions to the work statement, specifications, or other solicitation requirements (unless alternate proposals are permitted by the General Proposal Instructions -- Bureau of Reclamation provision of this solicitation, offerors are cautioned that deviations and exceptions to the solicitation requirements may be detrimental to the evaluation of a proposal);

(iv) In accordance with the work statement, include a proposed project plan which divides the work into severable tasks or phases which indicates for each task or phase the work to be accomplished, start/completion schedule, milestone chart, and labor hours by labor category including the basis for the hour estimates;

(v) Include a discussion of the method(s) and resources to be used in timely preparation and transmittal of reports and submittals required by the solicitation;

(vi) Include an estimate of the extent of anticipated subcontracting together with a list of items or work to be subcontracted;

(5) Offeror Experience and Past Performance. Provide a list of projects similar in scope and magnitude to the work required under this solicitation which the offeror has completed during the last 5 years. For each project, include:

(i) Name of the project;

(ii) Description of the work;

(iii) Contract number, date and type;

(iv) Name and address of the acquiring Government agency or commercial customer;

(v) Initial contract amount and final contract amount;

(vi) Any problems encountered in performance of the work and corrective action(s) taken;

(vii) Name(s) and telephone number(s) of references from the acquiring agency or customer who may be contacted for further information; and

(viii) Any other information, including at least: (1) a valid certificate from the Society for Protective Coatings (SSPC) or one from another accredited steel structures painting council, which demonstrates that the offeror or the offeror's proposed subcontractors are certified to SSPC-QP 2 or are otherwise certified equal to SSPC-QP 2); and (2) past performance/relevant

and successful experience in performing work involving hazardous paint removal on complex industrial structures similar to what is required by this solicitation.

(6) Utilization of Small Business Concerns for Subcontracting Opportunities Subcontracting Plan.

If firm commitments to subcontract exist, list the subcontractors by name. Otherwise, list the type of services to be subcontracted.

FAR 52.219-8, Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns states in part; "The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance." If the offeror does not intend to subcontract, provide a detailed explanation why subcontracting would not result in efficient contract performance.

Certified HUBZone firms are listed on the SBA Pro-Net system at www.sba.gov. Sufficient HUBZone firms may not be available for the type of requirements subcontracted. If there are insufficient HUBZone firms available at the time this proposal is submitted, please include explanation in the proposal. This will not relieve the goal for option periods. The prime is expected to make every effort to accomplish the goals as assigned.

Offerors shall also submit the following:

(a) Participation of Small Business in the Performance of this project:

(1) LARGE BUSINESS OFFERORS

a. Identify, in terms of dollar value and percentage of total proposed price, the extent of work you will perform as the prime contractor.

b. Submit with your proposal, a subcontracting plan for this project.

(2) SMALL BUSINESS OFFERORS

a. Identify, in terms of dollar value and percentage of total proposed price, the extent of work you will perform as the prime contractor.

b. State the extent of work you plan to subcontract to large business, HUBZone, SB, SDB, WOSB, VOSB firms, and, if applicable, HBCU/MI.

(3) JOINT VENTURES

a. If you are submitting an offer as a joint-venture, identify for each member of your joint-venture whether the member is a large business, HUBZone, SB, SDB,

WOSB, VOSB firms, and, if applicable, HBCU/MI; and the value in terms of dollar of the work to be performed by each member of your joint venture.

(b) Past Performance in Utilizing HUBZone, SB, SDB, WOSB, VOSB firms, and HBCU/MI in previous contracts.

(1) LARGE BUSINESS OFFERORS

a. Provide information on any awards you received within the past three years for outstanding support to HUBZone, SB, SDB, WOSB, VOSB firms, and, if applicable, HBCU/MI.

b. Provide final SF294s "Subcontracting Report for Individual Contracts" on three most recently completed contracts or any other documentation showing compliance with the utilization of HUBZone, SB, SDB, WOSB, VOSB firms, and, if applicable, HBCU/MI. Include the dollar value percentage of work (of total contract value) subcontracted to large business, HUBZone, SB, SDB, WOSB firms, and, if applicable, HBCU/MI for each.

c. Provide performance evaluation ratings obtained on implementation of subcontracting plans on three recently completed Federal contracts.

d. Provide information on existing or pending mentor-protégé agreements.

e. Provide information on use of Community Rehabilitation Programs organizations certified under the Javits Wagner O'Day (JWOD) Program by NISH or NIB.

(2) SMALL BUSINESS OFFERORS

a. Provide information on any awards you received within the past three years for outstanding support to HUBZone, SB, SDB, WOSB, VOSB firms, JWOD program, and, if applicable, HBCU/MI.

b. Provide a list of three most recently completed contracts. Include the dollar value percentage of work (of total contract value) subcontracted to large business, HUBZone, SB, SDB, WOSB, VOSB firms, and, if applicable, HBCU/MI for each.

c. Provide information on existing or pending mentor-protégé agreements.

d. Provide information on the use of Community Rehabilitation Programs certified under JWOD program by NIB or NISH.

(d) Cost/Price Information. To permit objective evaluation of the technical proposal, no cost or price information shall be included in the technical proposal.

(e) Facilities and equipment information. The offeror shall provide information on any special plant, equipment, or test facilities (including Government property) required to perform and accomplish the work statement. The need for the special equipment or facilities shall be fully substantiated and include the extent to which the work can be accomplished without them. Information on alternate sources considered for the equipment or facilities shall also be included.

L.8 WBR 1452.215-83 Pricing Proposal Instructions--Bureau of Reclamation (Jan 1998)

(a) General. The pricing proposal shall be identified as Volume III of the offeror's proposal and shall be an orderly, specific, and complete document in every detail. It should be a coherent document free of internal inconsistencies and should be consistent with the technical approach(es) proposed in the technical proposal (Volume II). Offerors are hereby notified that even though cost or pricing data are not initially requested in this solicitation, the Contracting Officer reserves the right to request such data if they are later found necessary pursuant to FAR 15.403-5(a)(1).

(b) Use and Disclosure of Proposal Information. In accordance with the Use and Disclosure of Proposal Information--Department of the Interior provision of this solicitation, offerors shall mark trade secret or confidential commercial or financial information contained in the proposal with the restrictive legends specified. The offeror shall also clearly and separately mark all proprietary information (as defined in FAR 3.104-3 contained in the proposal with the restrictive legend "Proprietary Information."

(c) Format and Content. To assist in the uniform evaluation of proposals, the following format shall be utilized in preparing the pricing proposal:

(1) Table of contents. The Table of Contents shall list all sections of the pricing proposal. Any modifications or revisions to the proposal, up to the date of agreement on price, shall include an updated Table of Contents;

(2) Index. The index shall cross reference the work statement to the terms of the proposal and indicate how the proposal conforms to the evaluation factors contained in Part IV, Section M of this solicitation;

(3) Enclosures. A list shall be included of all enclosures, attachments, tables, drawings, charts, and any other material which summarize data or information contained or referenced in the pricing proposal.

(4) Pricing proposal breakdown. The offeror shall submit Section B of the contract Schedule (Part I of this solicitation) with its proposed total prices/costs for each contract line item (including any options) and proposed unit price(s), if required. In addition, a total proposed price consisting of the sum of all contract line items (excluding options) shall be submitted. Offerors are hereby notified that even though additional data to support proposed prices are not initially requested in this solicitation, the Contracting Officer reserves the right to request such data if

they are later found necessary.

(d) Cost Information in Other Volumes. No cost information shall be included in any other volume of a proposal unless required by paragraph (d) of the Technical Proposal Instructions -- Bureau of Reclamation provision of this solicitation.

(e) Page Numbering. All pages in the cost proposal should be consecutively numbered (including pages with tables and exhibits). The offeror shall clearly identify all exhibits and supporting information.

(f) Rounding of Costs. All price or cost amounts proposed shall be expressed to the nearest whole dollar except for individual hourly labor rates (if required). All percentages shall be expressed to one decimal place.

L.9 1452.215-914 Period for Acceptance of Offer--Bureau of Reclamation--Lower Colorado Region (Mar 2000)

Initial proposals in response to this solicitation will be valid for 60 calendar days, if award is made without discussion. If negotiations are conducted, the 60 calendar day offer acceptance period (unless a different period is inserted by the offeror) shall apply to the final proposal revision and shall commence on the due date for receipt of final proposal revisions.

L.10 52.215-16 Facilities Capital Cost of Money (Oct 1997)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

L.11 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed in FAR 15.406-2.

L.12 52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a firm fixed-price contract resulting from this solicitation.

L.13 52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (Feb 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

GOALS FOR MINORITY PARTICIPATION FOR EACH TRADE	GOALS FOR FEMALE PARTICIPATION FOR EACH TRADE
19.0 %	6.9% (all counties)

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistance Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the--

- (1) Name, address, and telephone number of the subcontractor;
 - (i) Employer identification number of the subcontractor;
- (2) Estimated dollar amount of the subcontract;
- (3) Estimated starting and completion dates of the subcontract; and
- (4) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is San Bernardino, California.

L.14 52.225-10 Notice of Buy American Act/Balance of Payments Program Requirement--
Construction Materials (Feb 2000)

(a) Definitions. Construction material, domestic construction material, and foreign construction material, as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act or Balance of Payments Program, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers. (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

L.15 52.233-2 Service of Protest (Aug 1996) Department of the Interior (Jul 1996) (Deviation)

(a) Protests as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from: Contracting Officer, Bureau of Reclamation, P.O. Box 61470, Boulder City NV 89006-1470.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(c) A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protester to the Department of Interior Assistant Solicitor for Procurement and Patents, 1849 C Street, NW, Room 6511, Washington, D.C. 20240.

L.16 WBR 1452.233-80 Agency Procurement Protests--Bureau of Reclamation (Sep 1997)

(a) Executive Order 12979, Agency Procurement Protests, establishes policy on agency procurement protests. This policy is implemented at section 33.103 of the Federal Acquisition Regulation. For solicitations issued by the Bureau of Reclamation, an interested party may request independent review of its protest by the Bureau Procurement Chief.

(b) This independent review is available as an alternative to consideration by the contracting officer or as an appeal of the contracting officer's decision on a protest. An interested party may:

- (1) Protest to the contracting officer;
 - (2) Protest directly to the Bureau Procurement Chief, without first protesting to the contracting officer; or
 - (3) Appeal a contracting officer's decision to the Bureau Procurement Chief.
- (c) An appeal of the contracting officer's decision must be received by the Bureau Procurement Chief (Bureau of Reclamation, Denver Federal Center, Bldg. 67, P.O. Box 25007 (D-7800), Denver, CO 80225-25007) no later than 3 days after receipt of that decision by the interested party. The Bureau Procurement Chief shall render a decision no later than 5 days after receipt of an appeal.
- (d) If there is an appellate review of the contracting officer's decision by the Bureau Procurement Chief, it will not extend the General Accounting Officer's timeliness requirements. Therefore, any subsequent protest to the GAO must be filed within 10 days of knowledge of initial adverse agency action (4 CFR 21.2(a)(3)).

L.17 52.215-1 Instructions to Offerors—Competitive Acquisition (Feb 2000)

(a) Definitions. As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods

(e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals. (i) Offerors are responsible for submitting proposals, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, revision, or withdrawal received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215–5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L.18 WBR 1452.233-82 Notice of Proposed Partnering--Bureau of Reclamation (May 1994)

Reclamation policy is to try to resolve all contractual issues in controversy by mutual agreement through the use of an appropriate alternative disputes resolution process. Thus to most effectively complete the work required under the future contract, the Bureau of Reclamation proposes to mutually form a voluntary Partnering arrangement with the Contractor. This bilateral relationship would strive for mutual trust, dedication to common goals, and an understanding of each other's individual expectations and values. The expected benefits would include improved efficiency, cost effectiveness and innovation between all parties to ensure a quality deliverable that is completed on time and within budget. Any cost associated with implementing this Partnering arrangement will be agreed to by both parties and will be shared equally, with no change in contract price. Additional information on Partnering and suggested implementation procedures are contained in the Bureau of Reclamation "Partnering" guide book, that is available from the contracting officer.

L.19 52.236-27 Site Visit (Construction) (Feb 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been schedule for Monday, March 26, 2001, at 10:00 a.m., local time.

(c) Participants will meet at -

Lower Colorado Dams Facilities Office
Parker Dam Field Division
Hwy. 95, Parker Dam CA 92257

L.20 52.236-28 Preparation of Proposals—Construction (Oct 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms; and (2) manually signed. The person signing a proposal must initial such erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--

- (1) Lump sum price;
- (2) Alternate prices;
- (3) Units of construction; or
- (4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorized their submission.

L.21 52.252-5 Authorized Deviations in Provisions (Apr 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Department of Interior Acquisition Regulation (48 CFR Chapter 14) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

SECTION M - EVALUATION FACTORS FOR AWARD
(This section will be removed from the contract document)

M.1 WBR 1452.215-85 Evaluation Factors for Award—Quality Predominance—Bureau of Reclamation (Sep 2000)

(a) Award will be made to the responsible offeror submitting a proposal which conforms to the solicitation and is most advantageous to the Government considering the factors and any significant subfactors listed in this provision.

(b) In the evaluation of proposals, all evaluation factors other than cost or price (listed in this provision), when combined, are considered to be significantly more important than cost or price. The relative importance to be placed on the factors in relation to each other is contained in paragraph (e) of this provision. However, the degree of importance of cost or price may increase with the degree of non-cost or non-price equality between the proposals. The Contracting Officer reserves the right to make award to other than the technically-acceptable offeror with the lowest cost/price proposal if it is determined that the technical benefits of another offeror's proposal justify its higher cost/price. The Contracting Officer also reserves the right to make award to a lower-cost/price, lower-scored offeror if it is determined that the cost/price premium involved in awarding to a higher-rated, higher-cost/price offeror is not justified.

(c) Pursuant to FAR 15.305, a cost or price evaluation may be performed to determine the reasonableness of costs or prices proposed and the offeror's understanding of, and ability to perform, the prospective contract.

(d) The following factors and significant subfactors (if listed), will be considered in evaluating proposals and making the source selection:

(1) The offeror's technical approach proposed to accomplish the work required under the solicitation will be evaluated. Higher weight will be given to those proposals demonstrating soundness of approach, compliance with requirements, and understanding the requirement.

(2) The offeror's experience [may include experience of proposed subcontractor(s)] over the last five years in staging, handling of hazardous materials, mechanical repairs, surface preparation, and painting complex industrial structures of types similar to the regulating gates required to be surface prepared and painted under this solicitation will be evaluated. Higher weight will be given to those contractors or those contractors' proposed subcontractors that are: (1) certified to SSPC-QP 2 or are otherwise certified equal to SSPC-QP 2; and (2) contractor or contractors' proposed subcontractors with experience in performing work involving hazardous paint removal on complex industrial structures similar to what is required by this solicitation.

(3) The offeror's past performance over the last five years for projects which are similar to the work required to be performed under this solicitation will be evaluated. Higher weight will be given to the currency, relevance, timeliness and quality of work (i.e., successfully performed on

similar projects). Offerors with no relevant past performance history or for whom past performance information is not available will receive scores of 50 percent of the evaluation weight for past performance.

(4) Utilization of Small Business Concerns for Subcontracting Opportunities will be evaluated [i.e. Commitments to Historically Underutilized Business Zone (HUBZone), Small Business (SB), Small Disadvantaged Business (SDB), Women-owned Small Business (WOSB), Veteran-owned Small Business (VOSB), and Historically Black College and University, or Minority Institution (HBCU/MI)].

The statutory Government wide goals for the total value of all prime contract awards per fiscal year are 1.5% to HUBZone, (increases by .5% each year to goal of 3% in 2003) 23% to SB, 5% to SDB, 5% to WOSB, 1% to VOSB, and 5% HBCU/MI. 15 USC 644. To achieve these goals, the Government will evaluate all offers on the basis of the extent to which offerors identify and commit to utilize HUBZone, SB, SDB, WOSB, VOSB firms, and, if applicable, HBCU/MI, as a joint venture in a teaming arrangement or as subcontractors.

The following subfactors will be evaluated:

- (a) Participation of Small Business in the Performance of this project. The Government will evaluate a joint-venture as either a large business or small business based upon the value in terms of dollar of the work to be performed by each member of joint-venture.
- (b) Past Performance in Utilizing HUBZone, SB, SDB, WOSB, VOSB firms, and HBCU/MI in previous contracts.

Ratings. The Government will assign ratings to offers as follows:

(1) Outstanding:

a. LARGE BUSINESS OFFERORS

Offeror demonstrates outstanding past performance in utilizing HUBZone, SB, SDB, WOSB firms, and, if applicable, HBCU/MI. Examples of outstanding performance include but are not limited to: the offeror consistently exceeded previously established subcontracting goals, received widely recognized awards for achievement in support of small business, support for JWOD, or participated in a mentoring program. The proposed plan includes extensive efforts and firm commitments in subcontracting to HUBZone, SB, SDB, WOSB, VOSB firms, and, if applicable, HBCU/MI. The proposed plan may have some minor weaknesses which are clearly offset by related strengths.

b. SMALL BUSINESS OFFERORS

Offeror demonstrates outstanding past performance in utilizing HUBZone, SB, SDB, WOSB, VOSB firms, and, if applicable, HBCU/MI. Examples of outstanding performance include but are not limited to: the offeror consistently subcontracts to HUBZone, SB, SDB, WOSB, VOSB firms, and, if applicable, HBCU/MI in lieu of large business concerns, received widely recognized awards for achievement in support of small business, JAWOD program or participated in a mentoring program as the mentor. The offeror plans extensive efforts and firm commitments to subcontract to HUBZONE, SB, SDB, WOSB, VOSB firms, JWOD organizations, and, if applicable, HBCU/MI.

(2) Adequate:

a. LARGE BUSINESS OFFERORS

Offeror demonstrates satisfactory past performance in utilizing HUBZone, SB, SDB, WOSB, VOSB firms, and, if applicable, HBCU/MI. An example of satisfactory performance is that the offeror met previously established subcontracting goals. The offeror proposes positive efforts and commitments to subcontract with HUBZone, SB, SDB, WOSB, VOSB firms, JWOD organizations, and, if applicable, HBCU/MI. The proposal may have some minor weaknesses. Or, if applicable, the offeror provides a fully substantiated explanation as to why it will not subcontract to HUBZone, SB, SDB, WOSB, VOSB firms, and, if applicable, HBCU/MI.

b. SMALL BUSINESS OFFERORS

Offeror demonstrates satisfactory past performance in utilizing HUBZONE, SB, SDB, WOSB, VOSB firms, and, if applicable, HBCU/MI. An example of satisfactory performance is that the offeror subcontracts to HUBZone, SB, SDB, WOSB, VOSB firms, and, if applicable, HBCU/MI. The offeror proposes positive efforts and commitments to subcontract with HUBZone, SB, SDB, WOSB firms, JWOD organizations, and, if applicable, HBCU/MI. Or, if applicable, the offeror provides a fully substantiated explanation as to why it will not subcontract to HUBZone, SB, SDB, WOSB, VOSB firms, and, if applicable, HBCU/MI.

(3) Weak/deficient:

a. LARGE BUSINESS OFFERORS

Offeror has marginally satisfactory past performance in utilizing HUBZONE, SB, SDB, WOSB, VOSB firms, and, if applicable, HBCU/MI. An example of marginally satisfactory performance is that the contractor did not meet some previously established small business subcontracting goals and the explanation for the failure was not substantiated. The proposed plan does not include positive efforts and commitments in subcontracting to HUBZone, SB, SDB, WOSB, VOSB firms, JWOD organizations, and, if applicable, HBCU/MI. And, if applicable, the offeror's explanation as to why it will not

subcontract to HUBZone, SB, SDB, WOSB, VOSB firms, JWOD organizations, and, if applicable, HBCU/MI is not substantiated.

b. SMALL BUSINESS OFFERORS

Offeror has marginally satisfactory past performance in utilizing HUBZone, SB, SDB, WOSB, VOSB firms, and, if applicable, HBCU/MI. Of the planned subcontracting effort for this requirement, the offeror does not make positive efforts and commitments to subcontract with HUBZone, SB, SDB, WOSB, VOSB firms, JWOD organizations, and, if applicable, HBCU/MI. And, if applicable, the offeror's explanation as to why it will not subcontract to HUBZone, SB, SDB, WOSB firms, JWOD organizations, and, if applicable, HBCU/MI is not substantiated.

(4) Poor/absent:

a. LARGE BUSINESS OFFERORS

Offeror has unsatisfactory past performance in utilizing HUBZONE, SB, SDB, WOSB, VOSB firms, and, if applicable, HBCU/MI. An example of unsatisfactory performance is that the contractor failed to meet established goals and provided no explanation for the failure. The proposed plan does not include efforts and commitments in subcontracting to HUBZone, SB, SDB, WOSB, VOSB firms, JWOD organizations, and, if applicable, HBCU/MI. And, the offeror's explanation as to why it will not subcontract to HUBZone, SB, SDB, WOSB, VOSB firms, and, if applicable, HBCU/MI is not substantiated.

b. SMALL BUSINESS OFFERORS

Offeror has unsatisfactory past performance in utilizing HUBZone, SB, SDB, WOSB, VOSB firms, and, if applicable, HBCU/MI and has not provided an explanation as to why. Of the planned subcontracting effort for this requirement, the offeror does not make positive efforts and commitments to subcontract with HUBZone, SB, SDB, WOSB, VOSB firms, JWOD organizations, and, if applicable, HBCU/MI. And, the offeror's explanation as to why it will not subcontract to HUBZone, SB, SDB, WOSB, VOSB firms, JWOD organizations, and, if applicable, HBCU/MI is not substantiated.

(5) Total Price (complete schedule).

(e) The relative importance of the factors listed in paragraph (d) of this provision is as follows:

(1) The offeror's technical approach proposed to accomplish the work required under the solicitation is 20 percent of the total evaluation weight.

(2) The offeror's experience in staging, handling of hazardous materials, mechanical repairs, surface preparation, and painting complex industrial structures of types similar to the regulating gates required to be surface prepared and painted under this solicitation is 25 percent of the total evaluation weight.

- (3) The offeror's past performance is 10 percent of the total evaluation weight.
- (4) The offeror's subcontractor plan is 5 percent of the total evaluation weight.
- (5) The offeror's proposed price is 40 percent of the total evaluation weight.

M.2 WBR 1452.225-900 Evaluation of Construction Materials Under the Buy American Act-- Bureau of Reclamation--Lower Colorado Region (Nov 1996)

(a) In order for offers to fully comply with the requirements of the clause at FAR 52.225-9, Buy American Act--Balance of Payments Program--Construction Materials, and to provide for proper evaluation of offers proposing use of foreign construction materials under paragraph (b) of the provision WBR 1452.225-903, Offers Based on Foreign Construction Materials, offerors shall comply with the requirements of this provision.

(b) A construction material cannot qualify as a domestic material unless the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components.

(c) Only the construction material and its components shall be included in calculating the cost of a domestic construction material. To qualify as a component, an item must be incorporated directly into the construction material.

(d) With the exception of the circumstance identified in (e) below, any costs associated with operations necessary to incorporate a domestic component into an existing foreign construction material shall not be considered in calculating domestic component costs. Direct labor, overhead, packaging, testing, evaluation, or other related costs incurred in completing the end-product shall not be included as part of the total cost of the construction material's components. The total cost of the construction material (i.e., price minus profit) is irrelevant since total cost may include costs other than component costs.

(e) If a manufacturer which produces a component also incorporates it into the existing foreign construction material, the manufacturing costs incurred in producing the component (e.g., direct labor, overhead, packaging, testing, and evaluation) shall be included as part of the total cost of the construction material's components.

(f) In calculating the cost of a foreign or domestic component in a construction material, such cost shall include any (1) freight cost to ship the component from its manufacturing source to the point of inclusion in the construction material, (2) tariff costs, and (3) customs duty on foreign components (duty must be added whether or not a duty-free certificate is issued).

(g) If requested by the Contracting Officer, offerors shall furnish additional information to support the basis for calculating the cost of any foreign material and comparable domestic construction material furnished (see paragraph (d) of the clause entitled 1452.225-70 Use of Foreign Construction Materials--Department of the Interior).